



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Deputy Director

Carol Baker
Deputy Director

SMALL CRAFT HARBOR COMMISSION MEETING
Wednesday, June 29, 2022
10:00 A.M.

[AUDIO LINK SCHC JUNE 29, 2022 MEETING](#)

SPECIAL MEETING

NOTICE

In accordance with Government Code § 54953 permitting the convening of public agency meetings in light of the COVID-19 pandemic, all regularly scheduled Small Craft Harbor Commission meetings will convene as virtual (online) meetings and by teleconference as determined by the Commission.

OBSERVING THE MEETING

To observe the meeting without public comment for the record, go to <http://beaches.lacounty.gov/watch-schc-meeting> (Webinar ID: 928 7881 2983) or dial **(408) 638-0968** or **(669) 900-6833**.

PROVIDING PUBLIC COMMENT DURING THE MEETING

To provide verbal public comment for the record during the meeting, go to <http://beaches.lacounty.gov/watch-schc-meeting> (Webinar ID: 928 7881 2983) and staff will assist you via the Zoom chat feature.

PROVIDING PUBLIC COMMENT BEFORE THE MEETING

To provide public comment for the record before the meeting, send an email to DSCHCSecretary@bh.lacounty.gov or dial (424) 526-7778 and leave a message with your comment, the agenda item number, your first name and last name, email address, and phone number. Public comments submitted prior to 5 p.m. on Tuesday June 28, 2022 will be transcribed and provided to the Small Craft Harbor Commission. Verbal public comments submitted after 5 p.m. on Tuesday, June 28, 2022 will not be provided to the Small Craft Harbor Commission, but will be transcribed and added to the public record.

AUTHORITY TO HOLD THE MEETING BY TELECONFERENCE

The Small Craft Harbor Commission meeting is continuing to be held via teleconference consistent with the Board of Supervisors' findings on May 17, 2022, that 1) in accordance with Assembly Bill (AB) 361 Section 3 (e)(3), California Government Code Section (54953 (e)(3), that it reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and 2) that local officials continue to recommend measures to promote social distancing.

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

2. **APPROVAL OF MINUTES**

Small Craft Harbor Commission Meeting of April 13, 2022.

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 (VERBAL REPORTS)
 - Crime Statistics
 - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages
- b. Marina del Rey and Beach Special Events (VERBAL REPORT)
- c. Marina Boating Section Report (VERBAL REPORT)
- d. Marina del Rey Maintenance Report (VERBAL REPORT)

6. **OLD BUSINESS**

- a. Ballona Creek Trash Interceptor Project (PRESENTATION)

7. **NEW BUSINESS**

- a. Parcel 130 (Tony P's) Lease Assignment and Extension (ENDORSEMENT)
- b. Parcel 132 (California Yacht Club) Lease Assignment and Extension (ENDORSEMENT)

8. **STAFF REPORTS**

- Ongoing Activities (VERBAL REPORTS)
 - Board Actions on Items Relating to Marina del Rey
 - Regional Planning Commission 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

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 información 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.

SMALL CRAFT HARBOR COMMISSION MINUTES
VIRTUAL MEETING
April 13, 2022

Commissioners: Richard Montgomery, Chair; David Lumian, Vice-Chair; Nathaniel Salazar (excused absence), Bernard Kozacik III, Allyn Rifkin

Department of Beaches and Harbors (DBH): Gary Jones, Director; Amy Caves, Deputy Director; Steve Penn, Chief of Asset Management Division; Susana Graether, Chief Property Manager; Ivy Bordenave-Priestley, Senior Real Property Agent; Amir Tadros, Senior Real Property Agent

County: Parjack Ghaderi, Senior Deputy County Counsel

Item 1 - Call to Order and Pledge of Allegiance

Chair Montgomery called the virtual meeting to order at 10:00 am, followed by the Pledge of Allegiance. Ivy Bordenave-Priestley read the virtual meeting procedures.

Item 2 – Approval of Minutes

Motion to approve February 09, 2022, Meeting Minutes by Vice-Chair Lumian, seconded by Mr. Kozacik III.

Chair Montgomery requested a correction to his comment under item 4. Communication with the Commissioners.

Steve Penn replied that the minutes would reflect Chair Montgomery's revisions.

Motion to approve February 09, 2022, Meeting Minutes by Vice-Chair Lumian, seconded by Mr. Kozacik III.

Ayes: 3, Chair Montgomery, Vice-Chair Lumian, and Mr. Kozacik
Abstain: 1 – Mr. Rifkin

The March 09, 2022, Special Night Meeting Minutes were continued due to a lack of votes.

Item 3 – Communication from the Public

Rob Kessler spoke about his issues with the new 60-day reservation rule pending the latest management change. He requested that charter operators be involved in future decisions.

Brittany Emery, Los Angeles Yacht Charter, expressed concern regarding the change of management at Dock 55 and the 60-day reservation rule as it could potentially cause unnecessary pressure on a delicate process.

Item 4 – Communication with the Commissioners

Commissioner Rifkin disclosed his communication with the Board of Supervisors' District Three staff regarding the district mapping changes. He explained that the new map would remove him from District Three's boundaries and place him in District One, resulting in his departure from

the Commission; however, the process allows him to remain on at least 60-days until the announcement of a new appointment.

Chair Montgomery disclosed a phone call from a reporter about Marina projects.

Item 5a – Marina Sheriff

Deputy David Sanchez presented the report.

Item 5b – MdR and Beach Special Events

Catrina Love reported the continuation of the Free COVID-19 Vaccine and Booster Clinic, the Marina Culture Jam program, and Yoga and Fitness Classes. She mentioned the return of the Beach Eats – Gourmet Food Truck Event and the Water Youth Program Sailing Classes.

Item 5c – Marina Boating Section Report

Michael Blenk reported that Anchorage 47 has three 42-feet, one 40-foot slip, five 38-feet, three 34-feet, two 28-feet, one 27-feet, eight 24-feet, and four 22-foot vacant slips available. Parcel 77 powerboat storage is full, and Mast-Up storage has 27 spaces available.

Mr. Kozacik inquired about transient slips in the Marina.

Mr. Blenk replied that the transient slips are mainly located at Burton Chace Park, where they can stay seven days in a 30-day period. He explained they are working on some other transient slips at Parcel 9, and guest slips are available at the other marinas.

Item 5d – Marina del Rey Maintenance Report

Jose Bedolla reported the repair of the USA flag located at the breakwater and the replacing of 23 bollards with lighted bollards at Burton Chace Park, which will complement the Boathouse.

Item 7a – Water Program Presentation

Susana Espinosa presented the report.

Mr. Rifkin commended DBH staff for their efforts with the program. He stated that it addresses the essential strategic goals for the Marina to provide access to disadvantaged children to the Marina and the ocean. Lastly, he inquired about the program demographics by supervisorial districts.

Ms. Espinosa replied that they have data and will provide it to the commissioners.

Mr. Rifkin stated that he is interested in knowing the general participation information.

Vice-Chair Lumian expressed his support for the program and raised concerns about staff not wearing life jackets as it does not set a good example. He encouraged that all water program staff participate in a sailing instructors training conducted by the American Sailing Association, US Sailing Association, or the American Canoe Sailing Association so they can conduct rescues with their boats as well as entering the water as lifeguards. Lastly he requested a presentation from the water program director.

Ms. Espinosa clarified that the program is now entirely managed by DBH. Therefore Gary Jones is the water program director, and Laurie Cordobes is the aquatic manager, and she oversees the section that includes the program.

Vice-chair Lumian clarified that he would like a presentation from the aquatic manager.

Chair Montgomery thanked Susana for her presentation and commended the program.

Item 7b – UCLA Summer Program Presentation

Kristen Lockwood presented the report.

Mr. Rifkin praised the UCLA Summer Program for its participation at Marina del Rey. He asked about their outreach to disadvantaged youth and pointed out that the presentation did not include their contact and location information.

Ms. Lockwood replied that the contact information was on the first page of the presentation; however, it was not visible to the audience. The contact information for the UCLA Marina Aquatic Center is 14001 Fiji Way, Marina del Rey, CA 90292. Website: recreation.ucla.edu/mac | Phone: 310.823.0048. She clarified that the junior rowing team reaches out to over 20 schools and provides fully-funded and partial-funded scholarship programs.

Vice-Chair Lumian disclosed his participation in courses at UCLA MAC. He inquired about the programs expansion to meet public demands and pointed out that many members of the public are unaware of their program. Lastly, he asked about their community outreach, and suggested they meet with DBH marketing staff.

Ms. Lockwood explained that they do not have enough staff to serve additional people; however, they will post new instructional staff positions at their facilities to meet more demand. She explained that their marketing team has an internal marketing strategy and communication that reaches approximately fifty thousand people. She stated that they have not met with DBH for marketing but will look into it.

Item 7c – March Special Night Meeting Public Comments Summary

Steve Penn presented the report.

Vice-Chair Lumian thanked the staff for coordinating the Special Night Meetings and explained the benefits the meetings provide to the commissioners and the public. He spoke of the importance of hearing about the programs in Marina del Rey and how they provide public access to the water.

Chair Montgomery thanked Vice-Chair Lumian for leading the March 09, 2022, Special Night Meeting in his absence.

Item 8 – Staff Reports

Steve Penn presented the staff report.

Elliot Zimmerman spoke about the Marina's development, specifically in zone three, and the need for clarification of the rules and responsibilities of the harbor.

Chair Montgomery stated that neither the County nor SCHC had received any plans for future development. He explained that they would review the project simultaneously and provide the public with a thorough explanation if they received any.

Vice-Chair Lumian addressed the public comment about charter operators not receiving proper notification of changes before dissemination. He encouraged DBH staff to maintain contact with COMCA and have periodic meetings with them to understand how proposed changes could be accomplished cooperatively.

Adjournment

Chair Montgomery adjourned the meeting at 12:01 pm.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES APRIL 2022



	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								2			2
Robbery: Strong-Arm											0
Aggravated Assault	1								5		6
Burglary: Residence		1			1			2			4
Burglary: Other Structure	5	1									6
Grand Theft	9	2			1			8	4		24
Grand Theft Auto	3	2			1			8	1		15
Arson											0
Boat Theft											0
Vehicle Burglary	5				1	2	1		1		10
Boat Burglary											0
Petty Theft	4	2					4	1	2		13
REPORTING DISTRICTS TOTALS	27	7	1	0	4	2	5	21	13	0	80

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

Source- LARCIS, **Date Prepared** May 4, 2022
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES – APRIL 2022



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide		
Rape		
Robbery: Weapon		
Robbery: Strong-Arm		
Aggravated Assault		
Burglary: Residence	1	
Burglary: Other Structure		
Grand Theft	1	
Grand Theft Auto	1	
Arson		
Boat Theft		
Vehicle Burglary	1	1
Boat Burglary		
Petty Theft		4
Total	4	5

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

Source- LARCIS, **Date Prepared** May 4, 2022
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- APRIL 2022



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2768)
Part I Crimes		
Homicide		
Rape		
Robbery: Weapon		2
Robbery: Strong-Arm		
Aggravated Assault	1	5
Burglary: Residence	1	3
Burglary: Other Structure	6	
Grand Theft	11	13
Grand Theft Auto	5	10
Arson		
Boat Theft		
Vehicle Burglary	5	5
Boat Burglary		
Petty Theft	6	7
Total	35	45

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

Source- LARCIS, **Date Prepared – May 4, 2022**
CRIME INFORMATION REPORT - OPTION 5A




Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Deputy Director

Carol Baker
Deputy Director

June 29, 2022

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

BURTON CHACE PARK YOGA CLASS

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
Sundays
9:30 a.m. – 10:30 a.m.

Join the Department and instructor Anastasia for a yoga session at the water's edge and connect with nature and community. Classes are offered to all, regardless of age or ability for \$10 per class. Children should be able to follow along or sit quietly with a parent/guardian. Students must bring their own mats and water bottles. Please pre-register for each class by emailing chacepark@bh.lacounty.gov.

For more information: Call (424) 526-7910 or visit 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. Call (424) 526-7910 to RSVP or email to chacepark@bh.lacounty.gov.

For more information: Call (424) 526-7910 or visit marinadelrey.lacounty.gov



BURTON CHACE PARK ZUMBA CLASS

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
Tuesdays and Thursdays
3:30 p.m. – 4:30 p.m.

Ditch your boring workout and join the Department's FREE outdoor Zumba class at Burton Chace Park! Each class is limited to 10 people. Registration is required and is available on a first-come, first served basis. Pre-register for each class by emailing chacepark@bh.lacounty.gov.

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

DRAWING & PAINTING CLASS

In-Person and online class via Zoom
Wednesdays
5:00 p.m. – 6:30 p.m.

The Department is offering a FREE drawing and watercolor art class for beginners ages 14 years or older. In-person classes are limited to ten people and supplies are provided. Registration is required and is available on a first-come, first served basis. Pre-register for each class by emailing chacepark@bh.lacounty.gov.

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

SUNSET SERIES REGATTAS 2022

Marina del Rey
Wednesdays through September 7, 2022
6:00 p.m. - 8:00 p.m.

Spectators can enjoy these races from the comfort of one of the water-view restaurants on Wednesday evenings between 6:00 p.m. (sailboats leaving the harbor) and 8:00 p.m. (race finishes at California Yacht Club).

For more information: Visit calyachtclub.com/regattas

BEACH EATS

Parking Lot #11 ♦ 14101 Panay Way ♦ Marina del Rey
Thursdays through October 27, 2022
5:00 p.m. – 9:00 p.m.

The Department hosts a gourmet food truck event in Marina del Rey that offers a variety of delectable savory foods and desserts. The weekly assortment of food trucks will vary

along with menu options, such as gourmet burgers, hot dogs, tacos, lobster rolls, and more. Paid parking is available for 25 cents for every 10 minutes.

For more information: Call (424) 526-7900 or visit marinadelrey.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' Market 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 prepackaged foods and much more! Paid parking is available for 25 cents for every 10 minutes.

For more information: Call (424) 526-7900 or visit beaches.lacounty.gov

BEACH SHUTTLE

Through September 25, 2022
Saturdays from 10:00 a.m. – 10:00 p.m.
Sundays and select 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 during the summer months on weekends and select holidays.*

*July 4th and Labor Day.

For more information: Call (424) 526-7900 or visit beaches.lacounty.gov

MARINA DEL REY WATERBUS

Through September 5, 2022

For a fun weekend, ride the Marina del Rey WaterBus. Park your car and ride the WaterBus for a unique water's-eye view of Marina del Rey. Eight boarding stops throughout the Marina offer opportunities to shop, dine, and recreate in one of the most beautiful Southern California residential and tourist areas. Bikes and strollers are welcome on board, but no pets are allowed. The fare is \$1 per person, for a one-way ticket. Paid parking is available at nearby Los Angeles County lots.

WaterBus Schedule:

Fridays: 2:00 p.m. – 10:00 p.m.
Saturdays: 12:00 p.m. – 10:00 p.m.
Sundays: 12:00 p.m. – 9:00 p.m.

Holiday Schedule

July 4th: 12:00 p.m. – 11:00 p.m.
Labor Day: 11:00 a.m. – 9:00 p.m.

For more information: Visit marinawaterbus.com or call (310) 628-3219

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

13755 Fiji Way ♦ Marina del Rey
Sponsored by Pacific Ocean Management, LLC
Sundays
2:00 p.m. – 5:00 p.m.

June 26th
Blue Breeze (R&B)

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

W.A.T.E.R PROGRAM SUMMER SAILING CLASSES

Boathouse - Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey

Los Angeles County Lifeguards will instruct the Department's sailing courses that teaches 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) and Laser sailboats. In the final days of the session, students may get experience on Catalina 275 Sport.

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

2022 SUMMER SESSION:

Beginning: June 27 – July 1; July 18 – 22; and August 8 – 12

Intermediate/Advanced: July 5 – 8; and July 25 – 29

Advanced: July 11 – 15; August 1 – 5

Time: 10:00 a.m. – 4:00 p.m.

Ages: 11 - 17 years old

Class Size: 6 – 10 students with 3 Lifeguard instructors

Level: Beginning and Intermediate
Fee: \$355 per 5-day session*
\$284 per 4-day session*

*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) 526-7888 or visit marinadelrey.lacounty.gov

MARINA DEL REY JULY 4TH FIREWORKS

Monday, July 4, 2022
9:00 p.m.

Celebrate America's Independence Day while enjoying a spectacular twenty-minute fireworks display, which will be shot from a barge in the main channel of Marina del Rey. The Department-sponsored fireworks show will feature synchronized music playing over a loud speaker at Fisherman's Village and Burton Chace Park.

For more information: Call (424) 526-7900 or visit beaches.lacounty.gov

MARINA MOVIE NIGHTS

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
Select Saturdays, July 9 – September 24, 2022
Movie start time: 8:00 p.m.

The Department presents the return of Marina Movie Nights at Burton Chace Park. This summer pack your picnic baskets and bring the family out to the park on Saturday nights to enjoy free outdoor movie screenings under the stars.

Movie Lineup:

July 9	<i>Sister Act – 30th Anniversary</i>
July 16	<i>Back to the Future</i>
July 23	<i>Clueless</i>
August 6	<i>Dirty Dancing</i>
August 13	<i>Parent Trap</i>
August 20	<i>The Conjuring (R-rated)</i>
September 3	<i>Iron Man</i>
September 10	<i>Encanto</i>
September 17	<i>Coco</i>
September 24	<i>The Wizard of Oz</i>

For more information: Call (424) 526-7900 or visit beaches.lacounty.gov

2022 FREE MARINA DEL REY SUMMER CONCERT SERIES

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey

July 14 – August 27, 2022

Concert start time: 7:00 p.m.

Symphonic Thursdays

July 14

Opera at the Shore

August 4

A Night Celebrating Music in Film

Pop Saturdays

July 30

Las Cafeteras

August 27

Blind Boys of Alabama

For more information: Call (424) 526-7900 or visit beaches.lacounty.gov

OLD FASHIONED DAY IN THE PARK

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey

Sunday, July 24, 2022

10:00 a.m. – 3:00 p.m.

Relive the days of spirited yachts and classy cars at the 44th Annual Old Fashioned Day in the Park, sponsored by the Classic Yacht Association. The event is free and open to the public.

For more information: visit rickofoto@gmail.com

MARINA DRUM CIRCLE

Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey

Sundays

August 14 - October 16, 2022

Sessions: 11:30 a.m. – 1:00 p.m. and 1:30 p.m. – 3:00 p.m.

Discover the fun and excitement of interactive group drumming at the water's edge! Drums and other percussion instruments will be provided. Choose from one of two FREE 90- minute sessions that are available for enthusiasts of all ages and skill levels.

For more information: Visit marinadelrey.com or call 424-526-7900

DANCE MDR

Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey

Fridays

September 2 – 30, 2022

7:00 – 9:00 p.m.

Small Craft Harbor Commission
June 29, 2022
Item 5B
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Learn new dances and dance the night away under the stars at Burton Chace Park. Some of L.A.'s top DJs and local bands play live while you learn new moves in different dance styles – from Samba and Bollywood, to Salsa and Disco for FREE.

For more information: Visit marinadelrey.com or call 424-526-7900

GJ:CML:da



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Deputy Director

June 29, 2022

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: **ITEM 6a– BALLONA CREEK TRASH INTERCEPTOR PROJECT
PRESENTATION**

Item 6a on your agenda is a presentation regarding the Ballona Creek Trash Interceptor Project presented by the Los Angeles County Department of Public Works.

GJ:AC:SP
yw



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Carol Baker
Deputy Director

June 29, 2022

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: **ITEM 7A – CONSENT TO: ASSIGNMENT AND AMENDMENT OF LEASE NO. 17566 TONY P'S DOCKSIDE GRILL (PARCEL 130 AT 4445 ADMIRALTY WAY)**

Item 7A on your agenda relates to the proposed assignment of Lease Agreement No. 17566 for Parcel 130 in Marina del Rey from the current lessee, Teasers MDR, LLC, a California limited liability company, to CAH Marina I, LLC, a California limited liability company and additionally to amend the Lease to extend the lease term by three years with two one-year options to extend, at the County's reasonable discretion.

The recommended actions will ensure the County maximizes use of County assets, guides strategic investments, and supports 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).

The attached Board letter provides details relating to the assignment and amendment to extend the lease term. Your Commission's endorsement of the recommendation that the Board consent to the assignment and amendment is requested.

GJ:AC:SP:BY:kg

Attachment





July 12, 2022

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

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Deputy Director

Carol Baker
Deputy Director

Dear Supervisors:

**CONSENT TO ASSIGNMENT AND
APPROVAL OF AMENDMENT NO. 3 TO LEASE AGREEMENT NO. 17566
TEASERS MDR, LLC (PARCEL 130) – MARINA DEL REY
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 17566 (Lease) for Parcel 130 with the current lessee, TEASERS MDR LLC, a California limited liability company (DBA Tony P's Dockside Grill) to CAH Marina I, LLC, a California limited liability company, and additionally to amend the Lease to extend the lease term by three (3) years with two (2) one-year options to extend at the County's discretion.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Consent to the proposed assignment of the Parcel 130 Lease to CAH Marina I, LLC, a California limited liability company.
3. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, and related documentation, approved as to form by County Counsel, necessary to effectuate the assignment of the Parcel 130 Lease.
4. Approve and authorize the Chair of the Board to sign the attached Amendment No. 3 to Lease No. 17566 pertaining to the extension of the lease term.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

TEASERS MDR, LLC, a California limited liability company (Lessee) is requesting the County's consent to assign its leasehold interest in Parcel 130 to CAH Marina I, LLC, a California limited liability company (Assignee). Pursuant to the terms of the Lease, the Lessee must obtain the County's consent to the proposed assignment of the Lease.

Pursuant to the Department of Beaches and Harbors 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 improvements or potential development thereon; and c) the management of the leasehold by the proposed Assignee being in the best interest of the whole Marina.

The Department of Beaches and Harbors has reviewed the proposed assignment and has found that; a) the Assignee is affiliated with a portfolio of companies holding over 2.5 million square feet of commercial space with a multi-billion dollar value, and that Rick Caruso, its principal owner, has a published net worth of \$4.3 billion; b) the proposed sales price of \$1,418,000 for Parcel 130 appears to be justified based on an existing remaining term of less than one month and the valuation of the business, c) the proposed assignee's property management company, CARUSO MANAGEMENT COMPANY, Ltd., a California limited partnership, has requisite experience in managing and operating well-known Los Angeles area upscale properties, such as The Americana at Brand, The Grove at Los Angeles, and Waterside, Café Del Rey, Catalina Yacht Anchorage, The Warehouse Restaurant, and First Bank in Marina del Rey.

The current Lease term is set to expire on July 31, 2022. The proposed Amendment No. 3 to Lease No. 17566 would extend the term by three years to July 31, 2025, with two one-year options to extend at the reasonable discretion of the Director, and allow for the restaurant's continued operations.

Implementation of Strategic Plan Goals

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports 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 Lease assignment and Lease term extension do not trigger any contractual obligation for the Lessee to pay a fee to the County. Additionally, the Department anticipates there will be no impact to its operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the restaurant Tony P's Dockside Grill, Parcel 130 is improved with a 231-seat restaurant on approximately 1.65 acres of land in Marina del Rey. The 60-year ground lease between the County and Lessee was executed in 1962 and is set to expire on July 31, 2022.

No participation fee is due to the County under the term of the Lease.

Leasing of County-owned property in Marina del Rey is authorized by Government Codes 25536 and 25907. The Labor Peace Agreement requirement is included in the proposed Amendment No. 3 to Lease No. 17566, and by no later than August 1, 2022, Lessee shall require any Hospitality Operator with employees operating the restaurant at the premises to enter into a Labor Peace Agreement with the relevant labor unions, subject to County's approval.

At its meeting on June 29, 2022, the Small Craft Harbor Commission _____ the Director's recommendation that your Board consent to the proposed assignment of the Lease and approve and execute the proposed Amendment No. 3 to Lease No. 17566.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are exempt from the California Environmental Quality Act ("CEQA"). The actions, to consent to assignment and extension of the Lease, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in section 15301 of the State CEQA Guidelines ("Guidelines") and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects from your Board's consent to the proposed assignment of Parcel 130 and approval of Amendment No. 3 to Lease Agreement No. 17566.

CONCLUSION

It is recommended that your Board consent to the proposed assignment of Parcel 130 and to please instruct the Chair of the Board to sign all three originals of the Amendment No. 3 to Lease Agreement No. 17566 and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors. Should you have any questions please contact Kristal Ghil at (424) 526-7735 or kghil@bh.lacounty.gov.

Respectfully submitted,

GARY JONES

Director

GJ:AC:SP:BY:kg

Enclosures (3)

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

WHEN RECORDED RETURN TO:

CAH Marina I, LLC
101 The Grove Drive
Los Angeles, CA 90036
Attn: Legal Department

NO DOCUMENTARY TRANSFER TAX IS DUE –
THE TERM OF THE LEASE IS LESS THAN 35 YEARS

(Space Above for Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this “**Assignment**”) dated as of July __, 2022 (“**Effective Assignment Date**”) is entered into by and between TEASERS MDR INC., a California corporation (“**Assignor**”) and CAH MARINA I, LLC, a California limited liability company (“**Assignee**”). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows as of the Effective Assignment Date:

1. Assignor hereby assigns, transfers, grants, conveys and sets over to Assignee all of Assignor’s right, title and interest in and to that certain Lease Agreement dated as of December 8, 1970 by and between the County of Los Angeles and Assignor as amended by those amendments listed on Exhibit B attached hereto (collectively, the “**Lease**”), with respect to certain real property located in Marina Del Rey, California and more particularly described on Exhibit A attached hereto (the “**Leased Property**”), to have and to hold the same for and during the rest, residue and remainder of the term of the Lease. Assignor represents that it is the current lessee under the Lease immediately prior to the execution and delivery of this Assignment.

2. Assignor hereby conveys and transfers to Assignee all of Assignor’s right, title and interest in and to all improvements located on the Leased Property, which improvements are and shall remain real property.

3. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform, observe and be liable for all of the covenants, obligations, liabilities and provisions of the Lease to be performed or observed by the lessee thereunder, or for which the lessee thereunder is liable, which arise or accrue from and after the Effective Assignment Date.

4. Assignor and Assignee hereby acknowledge and agree that, in accordance with that certain Consent to Assignment and Estoppel Certificate consenting to this Assignment (the “**Consent**”), executed by the County on [REDACTED], 2022, Assignor and Assignee shall be jointly and severally liable to the County for payment of any and all deficiencies in payments owing to the County under the Lease for the period preceding the Effective Assignment Date and first revealed by an audit after the Effective Assignment Date.

5. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, suits, actions, judgments, costs and expenses (including reasonable attorneys' fees and court costs) arising and accruing from or out of Assignor's obligations under the Lease prior to the Effective Assignment Date.

6. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, suits, actions, judgments, costs and expenses (including reasonable attorneys' fees and court costs) arising and accruing from or out of Assignee's obligations under the Lease on or after the Effective Assignment Date.

7. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Leased Property is located.

9. Assignor hereby agrees to and shall execute and deliver to Assignee any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this Assignment.

10. This Assignment is made subject to all matters of record.

11. Each of Assignor and Assignee represent and warrant that they have all requisite authority to execute this Assignment and this Assignment constitutes a legal, valid and binding obligation of each of Assignor and Assignee, enforceable against each of Assignor and Assignee.

12. This Assignment may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, or modification or discharge is sought.

13. Any notices intended for Lessee (as defined in the Lease) shall hereafter be directed to Assignee at:

CAH MARINA I, LLC
101 The Grove Drive
Los Angeles, CA 90036
Attention: Legal Department

14. This Assignment may be executed in any number of identical counterparts, all or any of which may contain the signatures of fewer than all of the parties, and all of which shall be construed together as a single instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Assignment Date.

ASSIGNOR:

TEASERS MDR INC.,
a California corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

CAH MARINA I, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

On _____ before me, _____,
(here insert name and title of the notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 130

Parcels 667, 668 and 669, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County, and the westerly 42.3 feet of Parcel 666, in said County, as shown on said map.

Reserving and excepting unto the County of Los Angeles rights of way for storm drain, sanitary sewer and harbor utility purposes in and across those portions thereof designated on said map as easements to be reserved by said County for such purposes.

EXHIBIT B

GROUND LEASE

1. Lease Agreement dated as of December 8, 1970 by and between the County and Commodore Club, Inc., a California corporation
2. Amendment No. 1 to Lease No. 17566 Parcel No. 130 Marina Del Rey adopted as of January 24, 1989 by and between the County and Grace Restaurant Company, a California corporation
3. Amendment No. 2 to Lease No. 17566 Parcel No. 130 Marina Del Rey dated as of December 31, 1996 by and between the County and Lessee

CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE

PARCEL 130

July __, 2022

PROPERTY NAME: TEASERS MDR INC dba Tony P's Dockside Grill (Parcel 130)

PROPERTY ADDRESS: 4445 Admiralty Way, Marina Del Rey area of incorporated Los Angeles County, California, more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**")

LEASE DATE: December 8, 1970

GROUND LESSOR: County of Los Angeles,
State of California

GROUND LESSEE: Teasers MDR Inc., ultimate successor-in-interest to Commodore Club, Inc.

This Consent to Assignment and Estoppel Certificate ("**Consent and Estoppel**") is made as of July __, 2022 by the County of Los Angeles ("**County**" or "**Lessor**"), as the lessor under that certain Lease dated December 8, 1970, as amended (the "**Lease**"). The Lessor does hereby affirm:

1. Lessor is the owner of the fee simple estate in the Property and is Lessor under the Lease.
2. Lessor does hereby consent to the assignment of Lessee's interest in said Lease to CAH Marina I, LLC, a California limited liability company (the "**Assignee**").
3. The term of the Lease commenced on the date set forth in the Lease and expires on July 31, 2022.
4. A true and complete list of the documents comprising the Lease, including all amendments, supplements and other modifications thereto is attached hereto as Exhibit B. The documents listed on Exhibit B hereto represent the entire agreement between Lessor and Lessee as to the Lease and the premises leased thereunder and the Lease has not otherwise been modified, supplemented or amended in any way.
5. Rents and other charges have been fully paid under the Lease through March 31, 2018, as verified by a formal audit for the period ending such date (the "**Effective Audit Date**"), and all delinquencies revealed by such audit have been paid to Lessor. Subject to County audit rights for periods after the Effective Audit Date that might affect the calculation of the annual square foot rental amounts required

to be paid under the Lease, the current monthly minimum rental payable under the Lease as of the date hereof is Twelve Thousand Eight Hundred Fifty Two Thousand Dollars (\$12,852). Subject to the foregoing: (a) annual minimum rental as required by the Lease has been timely and fully made since the Effective Audit Date for all months up through and including June 2022, and (b) monthly percentage rent payments have been made through the month of June, 2022 (for gross receipts reported for the month of May, 2022, but all such payments (in both clauses (a) and (b)) are subject to audit for periods from and after the Effective Audit Date. In the event any such audit reveals a rental deficiency, Lessee and Assignee shall be liable jointly and severally for payment of all unpaid deficiencies accruing on and after the Effective Audit Date. Annual square foot rental and percentage rental rates under the Lease are subject to adjustment in accordance with the terms and provisions of the Lease. The amount of the security deposit required under the Lease is \$18,752.84. The amount of \$18,752.84 has been paid to Lessor. No portion of such security deposit has been applied by Lessor. No representation is made herein by Lessor as to the current status of Lessee's payments of possessory interest taxes or any other taxes, assessments or similar service charges which may be due by the lessee to the County or other governmental or regulatory body in connection with the Property.

6. The next Adjustment Date for the annual minimum rent under the Lease is August 1, 2023.
7. Lessor acknowledges that Caruso Management Company, Ltd., a California limited partnership has been approved as the property management company for the Property and all improvements located thereon upon the consummation of the assignments to Assignee.
8. The Lease is in full force and effect.
9. Subject to any matters that may be disclosed by the audit described in Section 5 above, to the current actual knowledge of Lessor, there is no existing uncured default under the Lease with respect to any monetary or non-monetary provision of the Lease, and to the current actual knowledge of Lessor, no event has occurred which, with the passage of time or giving of notice, or both, would constitute a default with respect to any non-monetary provision of the Lease. Notwithstanding any contrary provision of this Section 9, County does not waive Lessee's obligations under the Lease to cure any Property defects that are Lessee's obligation to cure under the Lease, whether occurring prior to or during the extension period, that pose a health and safety risk, in accordance with the terms of the Lease. County has made no inspection of the Premises or investigation or inquiry as to Lessee's performance of any non-monetary obligation under the Lease, except for [REDACTED].

10. Lessor has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Property and there are no mortgages, deeds of trust or other security interests encumbering Lessor's fee interest in the Property.
11. The undersigned individual is duly authorized to execute this certificate on behalf of Lessor.
12. The legal description for the Property that is set forth in the Lease describes both the boundaries of the leasehold estate and easements that have been reserved by the Lessor in the leasehold. Until the expiration of the Term or sooner termination of the Lease, Lessee is the owner of the Improvements, except for certain Improvements owned by the Lessor, including without limitation, utility lines, transformer vaults and all other utility facilities to the extent that they are not owned by a utility. Lessee shall have the use of all Improvements on the Premises whether owned by Lessor or Lessee.
13. This Consent to Assignment and Estoppel Certificate may be executed in counterparts, and when all counterpart documents are executed, counterparts shall constitute a single integrated document.
14. The obligation to pay the Growth Participation Fee (as defined in the Lease) terminated following the 2007 calendar year, and as a result, the County will not require the payment of the Growth Participation Fee for the remainder of the Lease term (as the same may be extended).

The truth and accuracy of the certifications contained herein may be relied upon by Lessee and Assignee and their respective successors, assigns and transferees, and lenders and said certifications shall be binding upon Lessor and its successors and assigns, and inure to the benefit of Lessee and Assignee and their respective successors, assigns and transferees and lenders. This Consent to Assignment and Estoppel Certificate shall not be deemed to alter or modify any of the terms and conditions of the Lease.

For the avoidance of doubt, in no event shall the certifications contained in this estoppel certificate modify the Lease, with the sole effect of said certifications being to estop Lessor from taking a position against any recipient which is inconsistent with the certifications contained in this estoppel certificate, to the extent such recipient (a) did not have actual knowledge of facts contrary to those contained herein, and (b) reasonably relied to its detriment upon the certifications contained herein.

[SIGNATURES ON FOLLOWING PAGE]

LESSOR:

COUNTY OF LOS ANGELES

By: _____

Gary Jones, Director of Department of
Beaches and Harbors

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
County Counsel

By: _____

Deputy

APPROVED AS TO FORM:

GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 130

Parcels 667, 668 and 669, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County, and the westerly 42.3 feet of Parcel 666, in said County, as shown on said map.

Reserving and excepting unto the County of Los Angeles rights of way for storm drain, sanitary sewer and harbor utility purposes in and across those portions thereof designated on said map as easements to be reserved by said County for such purposes.

EXHIBIT B

GROUND LEASE AND ALL AMENDMENTS

1. Lease Agreement dated as of December 8, 1970 by and between the County and Commodore Club, Inc., a California corporation
2. Amendment No. 1 to Lease No. 17566 Parcel No. 130 Marina Del Rey adopted as of January 24, 1989 by and between the County and Grace Restaurant Company, a California corporation
3. Amendment No. 2 to Lease No. 17566 Parcel No. 130 Marina Del Rey dated as of December 31, 1996 by and between the County and Lessee

**AMENDMENT NO. 3 TO LEASE NO. 17566
PARCEL NO. 130 – MARINA DEL REY
(LEASE NO. 17566)**

THIS AMENDMENT TO LEASE ("**Amendment No. 3**" or "**Amendment**") is made and entered into this _____ day of _____, 2022.

BY AND BETWEEN

**COUNTY OF LOS ANGELES,
herein referred to as "County,"**

AND

**CAH MARINA I, LLC, a California limited
liability company, hereinafter referred to as
"Lessee."**

RECITALS:

WHEREAS, County and Lessee's predecessor-in-interest entered into Lease No. 17566, dated December 8, 1970, as amended, under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 130, which leasehold premises (the "**Premises**") are more particularly described in **Exhibit "A"** attached to and incorporated in said lease, as amended (the lease and all amendments are collectively referred to as the "**Lease**").

WHEREAS, County and Lessee desire to enter into this Amendment No. 3 to further amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

WHEREAS, County and Lessee desire to extend the Term of the Lease and to work collaboratively to advance the County's equity and inclusion goals during the Lease Term.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. **Definitions.** All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Lease.

2. **Amendment Conditions.** This Amendment shall be conditioned upon the consummation of the assignment by the current lessee under the Lease, TEASERS MDR, LLC, a California limited liability company, of its leasehold interest, to Lessee (the "**Assignment**"), and upon the County's written consent to the Assignment, in the form attached as **Exhibit "B"** hereto (the "**Consent**") and incorporated herein by this reference. This Amendment shall be effective on the date (the "**Effective Date**") on which said Consent is executed by the Board of Supervisors of Los Angeles County.

3. **Extension of Term.** Pursuant to Section 2 of the Lease, the Term is set to expire on July 31, 2022. County and Lessee hereby agree to extend the Term by an additional three (3) years (the “**Extension**”), so that the Term shall hereby be extended to July 31, 2025. For the avoidance of doubt, said extension will not result in an extension of the Term beyond the ninety-nine (99) year limit imposed by California Government Code Section 37396(a). Notwithstanding the foregoing, nothing in this Section 2 or in this Amendment shall be construed to obligate the County to further extend the Lease.

4. **Additional Extensions.** The Director of the Department of Beaches and Harbors (the “Department”) of the County (“Director”) may, in Director’s reasonable discretion, extend the Term for up to two (2) additional one (1) year periods upon receipt of written notice from Lessee at least ninety (90) days prior to the expiration of the then Term.

5. **Additional Lease Terms.** Section 1 of the Lease is hereby amended by adding after the definition of the term “Engineer” the following:

“The words “Hospitality Operators” include hotels, restaurants, or hospitality/food service concessionaires operating on County-owned or managed property.

“Labor Peace Agreement” means a written agreement between a hospitality operator and a labor organization that contains a provision prohibiting a labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the hospitality operations in which the County has a proprietary interest.”

6. **Labor Peace Agreements.** By no later than August 1, 2022, Lessee shall require any Hospitality Operator with employees operating the restaurant at the Premises (as applicable, the “**Restaurant Operator**”) to enter into a Labor Peace Agreement with the relevant labor unions, subject to County’s approval, as described in this Section 3. In compliance with the County’s Labor Peace Agreements Policy (“**POLICY**”), Lessee represents and warrants that it shall (a) ensure that there is an executed Labor Peace Agreement with any labor organization(s) representing or seeking to represent the employees of any Hospitality Operator(s) (any “Hospitality Operator(s),” as defined under the County’s Policy, operating on County owned or County managed real property, and whether the Hospitality Operator(s) contracts directly with the County or the County’s lessee, licensee, or concessionaire) at the premises covered by this Agreement; (b) the Lessee or Hospitality Operator(s) shall have submitted to the County of Los Angeles a copy of evidence of such Labor Peace Agreement, executed by all parties; and (c) such Labor Peace Agreement shall prohibit labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with the business of Hospitality Operator(s) at County-owned, operated, or managed sites for the duration of this Agreement. Lessee acknowledges that it is a material term of this Agreement that the Restaurant Operator enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this Agreement, and that it would be impracticable and extremely difficult to fix the actual damages for a breach of

this provision. It is therefore agreed that if, for any reason whatsoever, the Restaurant Operator fails to enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this Agreement, then County may terminate this Agreement for default by giving written notice of such termination to Lessee, which notice shall be effective thirty (30) days thereafter.

7. **Policy of Equity.** Lessee hereby agrees to cooperate with the County to advance the County's adopted equity and inclusion programs and policies.

8. **No Other Claims.** The Lease is in full force and effect. To Lessee's knowledge, County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To Lessee's knowledge, there is no current defense, offset, claim or counterclaim by or in favor of Lessee against the County under the Lease. Furthermore, Lessee has no right to any concession (rental or otherwise) or similar compensation in connection with the Lease and Lessee's renting of the Premises, except as expressly provided in the Lease. There has not been filed by or against Lessee a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Lessee.

9. **Miscellaneous.**

9.1 **No Modification.** Except as referenced herein, the Lease has not been modified, amended or supplemented, and the Lease is and remains in full force and effect.

9.2 **Time of the Essence.** Time is of the essence with respect to this Amendment.

9.3 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

9.4 **No Waiver.** Except as expressly provided herein, neither Party shall be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Lease, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Lease, at law or in equity.

9.5 **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and prevail.

9.6 **Integration and Merger.** This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by Parent or Principal in connection herewith, contain the entire agreement of County and Lessee regarding the modification of the Lease and supersede all prior

agreements, term sheets and understandings between County and Lessee, whether written or oral, with respect to the modification of the Lease.

9.7 Survival. All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Lease contemplated by this Amendment.

9.8 Further Assurances. At either party's request, the other party shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that is reasonably necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

9.9 Captions; Use of Certain Terms. The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

9.10 Incorporation of Exhibits. All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

9.11 Counterparts; Electronic Signatures. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. County and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and

National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 13 as of the date first set forth above.

CAH MARINA I, LLC,
a California limited liability company

By: _____
_____, Its _____

THE COUNTY OF LOS ANGELES

By: _____
HOLLY J. MITCHELL,
Chair, Board of Supervisors

ACKNOWLEDGED:

TEASERS MDR, INC.
(formerly registered as Teasers MDR, LLC)

By: _____
_____, its _____

ATTEST:

CELIA ZAVALA,
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By: _____
Deputy



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Deputy Director

Carol Baker
Deputy Director

June 29, 2022

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: **ITEM 7B – CONSENT TO OWNERSHIP TRANSFER AND AMENDMENT OF LEASE NO. 10200 CALIFORNIA YACHT CLUB (PARCEL 132S AT 4469 ADMIRALTY WAY)**

Item 7B on your agenda relates to the proposed ownership transfer of Lease Agreement No. 10200 for Parcel 132S in Marina del Rey from the current lessee, LAACO, LTD, a California limited partnership, to CubeSmart, a Maryland Real Estate Investment Trust, and additionally to amend the Lease to extend the lease term by three years with two one-year options to extend, at the County's reasonable discretion.

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports 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).

The attached Board letter provides details relating to the ownership transfer and amendment to extend the lease term. Your Commission's endorsement of the recommendation that the Board consent to the assignment and amendment is requested.

GJ:AC:SP:BY:kg

Attachment





July 12, 2022

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

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Deputy Director

Carol Baker
Deputy Director

Dear Supervisors:

**CONSENT TO OWNERSHIP TRANSFER AND
APPROVAL OF AMENDMENT NO. 13 TO LEASE AGREEMENT NO. 10200
LAACO, LTD (PARCEL 132S) – MARINA DEL REY
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests the Board's consent to the proposed transfer of control of Lease Agreement No. 10200 (Lease) for Parcel 132S. The prior owners of LAACO, LTD, a California limited partnership (LAACO), pursuant to a merger agreement, sold all of the assets of LAACO to a subsidiary of CubeSmart, a Maryland Real Estate Investment Trust (a New York stock exchange REIT; "CubeSmart"), resulting in LAACO remaining as the lessee with new ownership. This Board letter additionally requests the Board's consent to amend the Lease to extend the lease term by three (3) years with two (2) one-year options to extend the term at the discretion of the County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Consent to the proposed new ownership transfer of LAACO of the Parcel 132S Lease.
3. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, and related documentation, approved as to form by County Counsel, necessary to effectuate the ownership transfer of the Parcel 132S Lease.
4. Approve and authorize the Chair of the Board to sign the attached Amendment No.13 to Lease No. 10200 pertaining to the extension of the lease term.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAACO (Lessee) is requesting County's consent to approve its ownership transfer of LAACO in Parcel 132. Pursuant to the terms of the Lease, the Lessee must obtain the County's prior consent to the proposed ownership transfer of the Lease. Without County's knowledge or consent, LAACO sold all of its assets to CubeSmart, which constituted a "change of control" under the Lease, requiring the County's prior consent. The Department has since taken action and requested Lessee and CubeSmart to comply with the approval requirements under the Lease. Accordingly, CubeSmart is now requesting a retroactive approval of this ownership transfer.

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

The Department of Beaches and Harbors has reviewed the proposed ownership transfer and has found that: a) the new owner of LAACO, namely CubeSmart, is a publicly traded Real Estate Investment Trust on the NY Stock Exchange, which owns or manages real estate assets and over 1,200 self-storage facilities across the United States, b) the proposed sales price of \$4,000,000 for Parcel 132 is justified based on the short duration of the existing remaining lease term, and c) the proposed transferee employs the current management and operations team, which has the requisite experience to continue the day-to-day activities.

The current Lease term is set to expire on July 31, 2022. The proposed Amendment No. 3 to Lease No. 17566 would extend the term by three (3) years to July 31, 2025, with two (2) one-year options to extend at the discretion of the Director, and allow for the continued operations for its members and surrounding community.

Implementation of Strategic Plan Goals

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports 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 Lease ownership transfer and Lease term extension do not trigger any contractual

obligation for the Lessee to pay a fee to the County. Additionally, the Department anticipates there will be no impact to its operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the California Yacht Club, Parcel 132S contains 253 boat slips and a 20,000 square foot two-story clubhouse and ancillary buildings, and occupies 5.69 acres of land and 9.95 acres of water in Marina del Rey. The 56-year and nine-month ground lease between the County and Lessee was executed in 1965 and is set to expire on July 31, 2022.

The proposed Amendment No. 13 would extend the Lease term by three (3) years to July 31, 2025, with two (2) one-year options to extend at the discretion of the Director, and allow the Lessee to continue its operations for its members and the surrounding community. In addition, the proposed Amendment No. 13 includes a requirement for Lessee to develop a proposal for the renovation and opening of the promenade to the public, as well as allowing the use of Lessee's facilities by a County youth-serving water program, such as the Department's Water Awareness, Training, Education, and Recreation (WATER) program, or a similar program provided by another organization approved by the Director.

No participation fee is due to the County under the term of the Lease.

Leasing of County-owned property in Marina del Rey is authorized by Government Codes 25536 and 25907. A labor peace agreement requirement has not been included in the proposed Amendment No. 13 as the amount of rent attributable to restaurant use is below the threshold amount, allowing this transaction to be exempt from this Board's Labor Peace Policy (Policy). The Director will seek to implement the Policy in the event that the amount of rent attributable to restaurant use exceeds the threshold amount and is otherwise subject to the Policy.

At its meeting on June 29, 2022, the Small Craft Harbor Commission _____ the Director's recommendation that your Board consent to the proposed assignment of the Lease and approve and execute the proposed Amendment No. 3 to Lease No. 17566.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act ("CEQA"). The project, which includes consenting to the change of ownership, extension of the Lease, and renovating and opening of the promenade for public use, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in sections 15301 and 15304 of the State CEQA Guidelines (Guidelines) and Class 1 and 4 of the County's Environmental

Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects from your Board's consent to the proposed ownership transfer of Parcel 132S and approval of Amendment No. 13 to Lease Agreement No. 10200.

CONCLUSION

It is recommended that your Board consent to the proposed ownership transfer of Parcel 132 and to please instruct the Chair of the Board to sign all three originals of the Amendment No. 13 to Lease Agreement No. 10200 and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors. Should you have any questions please contact Kristal Ghil at (424) 526-7735 or kghil@bh.lacounty.gov.

Respectfully submitted,

GARY JONES
Director

GJ:AC:SP:BY:kg

Enclosures (3)

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

**AMENDMENT NO. 13 TO LEASE NO. 10200
PARCEL NO. 132S – MARINA DEL REY
(LEASE NO. 10200)**

THIS AMENDMENT TO LEASE ("**Amendment No. 13**" or "**Amendment**") is made and entered into this _____ day of _____, 2022 (the "**Effective Date**").

BY AND BETWEEN

**COUNTY OF LOS ANGELES,
herein referred to as "County,"**

AND

**LAACO, Ltd., a California limited
partnership, hereinafter referred to as
"Lessee."**

RECITALS:

WHEREAS, County and Lessee's predecessor-in-interest entered into Lease No. 10200, dated November 2, 1965, as amended, under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 132S, which leasehold premises (the "**Premises**") are more particularly described in **Exhibit "A"** attached to and incorporated in said lease, as amended (the lease and all amendments are collectively referred to as the "**Lease**").

WHEREAS, County and Lessee desire to enter into this Amendment No. 13 to further amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. **Definitions.** All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Lease.

2. **Extension of Term.** Pursuant to Section 2 of the Lease, the Term is set to expire on July 31, 2022. County and Lessee hereby agree to extend the Term for an additional three (3) years (the "**Extension**"), so that the Term will now hereby expire on July 31, 2025. For the avoidance of doubt, said extension will not result in an extension of the Term beyond the ninety-nine (99) year limit imposed by California Government Code Section 37396(a). Notwithstanding the foregoing, nothing in this Section 2 or in this Amendment shall be construed to obligate the County to further extend the Lease.

3. **Additional Extensions.** The Director of the Department of Beaches and Harbors (the "Department") of the County ("Director") may, in Director's reasonable discretion, extend the Term for up to two (2) additional one (1) year periods upon receipt of written notice from Lessee at least ninety (90) days prior to the expiration of the then Term.

4. **Covenants Of Lessee.** Lessee hereby covenants and agrees that Lessee shall:

4.1 **Promenade.** On or before one (1) year from the Effective Date, County and Lessee shall enter into a mutually acceptable agreement which will include among other things the renovation by Lessee of the promenade (the "**Promenade**") on the Premises (the "**Promenade Agreement**"). Lessee hereby agrees to develop a proposal for the Promenade which shall include renovating and opening the Promenade to the public (the "**Promenade Project**"). The scope and design of the Promenade Project shall be set forth in the Promenade Agreement. Lessee will provide to County not less than quarterly status updates describing the status of such efforts. Upon receipt of each of Lessee's quarterly status updates, Lessee agrees to meet and confer with the County so that the County will have an opportunity to provide input and recommendations. Furthermore, as reasonably necessary to evaluate the feasibility of Lessee's proposal, County shall also have the right to retain its own consultants. Lessee agrees to reimburse County for the reasonable out-of-pocket costs incurred by County for such consultants. Lessee shall complete the Promenade Project within twenty-four (24) months from the Effective Date, in accordance with the terms and conditions set forth in the Promenade Agreement. Lessee shall be solely responsible for all costs and expenses incurred in connection with the Promenade Project. Lessee shall expend on the Promenade Project an amount to be mutually agreed upon by the parties;

4.2 **Barbed Wire.** Upon the Effective Date, all barbed wire shall be removed along the Premises borders;

4.3 **Community Partnerships.** During the Term, Lessee shall implement the components and items enumerated in the California Yacht Club Community Partnerships Proposal, as more particularly described in "**Exhibit B**," attached and incorporated herein.

4.4 **Youth-serving Programming.** Allow the use of Lessee's facilities by a County youth-serving water program, such as the Department's Water Awareness, Training, Education, and Recreation (WATER) program, or a similar program provided by another organization (such as, e.g., the Boys and Girls Club, etc.), as approved and/or recommended by the Director. Such youth-serving water program to be held at the Premises shall be a one-day event once per month. Such use shall be subject to a use agreement to be negotiated and executed by the County and Lessee within sixty (60) days from the Effective Date, and which shall include customary insurance and indemnity provisions; and

4.5 Construction Meetings. Advise County of all construction meetings (whether regularly scheduled or unscheduled) to be attended by Lessee's general contractor or inspecting architect, as well as any inspecting architect engaged by Lessee's Encumbrance Holder. For regularly scheduled meetings, Lessee shall provide at least forty-eight (48) hours' prior notice (which notice may be by telephone or email) of the date, time and place of such regularly scheduled meeting, to the person designated by Director from time to time to represent County at such regularly-scheduled meetings. For unscheduled meetings, Lessee shall provide such telephonic or email notice as shall be reasonably practicable under the circumstances, to the person designated by Director from time to time to receive notice for regularly scheduled meetings, or to such other individual as Director may designate from time to time.

5. No Other Claims. The Lease is in full force and effect. To Lessee's knowledge, County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To Lessee's knowledge, there is no current defense, offset, claim or counterclaim by or in favor of Lessee against the County under the Lease. Furthermore, Lessee has no right to any concession (rental or otherwise) or similar compensation in connection with the Lease and Lessee's renting of the Premises, except as expressly provided in the Lease. There has not been filed by or against Lessee a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Lessee.

6. Miscellaneous.

6.1 No Modification. Except as referenced herein, the Lease has not been modified, amended or supplemented, and the Lease is and remains in full force and effect.

6.2 Time of the Essence. Time is of the essence with respect to this Amendment.

6.3 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

6.4 No Waiver. Except as expressly provided herein, neither Party shall be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Lease, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Lease, at law or in equity.

6.5 Controlling Provisions. In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and prevail.

6.6 Integration and Merger. This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by Parent or Principal in connection herewith, contain the entire agreement of County and Lessee regarding the modification of the Lease and supersede all prior agreements, term sheets and understandings between County and Lessee, whether written or oral, with respect to the modification of the Lease.

6.7 Survival. All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Lease contemplated by this Amendment.

6.8 Further Assurances. At either party's request, the other party shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that is reasonably necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

6.9 Captions; Use of Certain Terms. The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

6.10 Incorporation of Exhibits. All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

6.11 Counterparts; Electronic Signatures. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. County and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv)

hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 13 as of the date first set forth above.

LAACO, Ltd.
a California limited partnership

By: CS Capital Investors, LLC, its general partner

By: _____
Jeffrey P. Foster, Vice President

THE COUNTY OF LOS ANGELES

By: _____
HOLLY J. MITCHELL,
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA,
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By: _____
Deputy

Exhibit A



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Deputy Director

Carol Baker
Deputy Director

June 29, 2022

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 May 17, 2022 the Board of Supervisors approved a contract with LAZ parking California, LLC for parking lot management services in Marina del Rey and at County-owned, controlled, or managed beaches.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey were on April 2022 and May 2022 Regional Planning Commission agenda.

CALIFORNIA COASTAL COMMISSION CALENDAR

No items relating to Marina del Rey were on the April 2022 and May 2022 California Coastal Commission agenda.

REDEVELOPMENT PROJECT STATUS REPORT

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

DESIGN CONTROL BOARD MINUTES

The March 16, 2022 meeting minutes are attached.

MARINA DEL REY SLIP REPORT

In March 2022, the overall vacancy rate across all anchorages in Marina del Rey stood at 11.3%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 10%. The vacancy data by anchorage and slip length are provided in the document attached.

In April 2022, the overall vacancy rate across all anchorages in Marina del Rey stood at 11.3%. Adjusted to remove out-of-service slips and 50% of available double slips, the

vacancy rate within Marina del Rey stood at 9.9%. 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

DBH Code Enforcement Unit continues to monitor and deter illegal charter boat activities at the public launch ramp and Chace Park docks. The County Sheriff's Marina del Rey station and the US Coast Guard have an enforcement program for charter boat activities in Marina del Rey. Members of the public are encouraged to report illegal boat charters to the Harbor Master at (310) 482-6000 and USCG at (310) 521-3770 or SECLALB@uscg.mil, or to DBH at info@bh.lacounty.gov.

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Attachments (4)

**Marina del Rey Redevelopment Projects Report
As of June 09, 2022**

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
9 -- 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>Massing – One six-story, 72' high hotel and one five-story 61' high hotel.</p> <p>Parking – 231 parking spaces serving the hotel and wetland park.</p>	<p>Proprietary -- Option was approved by BOS on 10/6/15. Lease was executed on July 31, 2017</p> <p>Regulatory -- 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 Certificate of Occupancy was issued on August 2, 2021. The Department of Public Works, Building and Safety Division signed off on the Wetland Park December 2021.</p> <p>Wetland Park: Building and Safety signed off on GS Neptune (Parcel 14)'s work at the park in Dec 2021. Wetland Park is open to the public.</p>

**Marina del Rey Redevelopment Projects Report
As of June 09, 2022**

<p>10/14 (FF) -- Neptune Marina/ Legacy Partners</p>	<p>Andrew Kuo</p>	<ul style="list-style-type: none"> * Demolish existing facilities and build 526 apartments. * 161-slip marina + 7 end-ties. * 28 foot-wide waterfront promenade. 	<p>Massing -- Four 55' tall clustered 4-story residential buildings over Parking with view corridor.</p> <p>Parking -- 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>Proprietary -- 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.</p> <p>Regulatory -- 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 Summer 2021. On December 14, 2021, the Lessee received Certificate of Occupancy for Parcels 10 and 14, and the Recorded Notice of Completion dated September 7, 2021. Lessee is requesting the Final Completion Certificate from the County.</p> <p>Lessee received Certificate of Occupancy for Parcels 10 and 14 on 12/14/2021, and the Recorded Notice of Completion dated 9/7/2021. Lessee is requesting the Final Completion Certificate from the County.</p>
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**Marina del Rey Redevelopment Projects Report
As of June 09, 2022**

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
44 - Pier 44/Pacific Marina Venture	Michael Pashaie/ David Taban	<p>* Build 5 new visitor serving commercial and dry storage buildings</p> <p>* 82,652 s.f. visitor serving commercial space</p> <p>* 141 slips + 5 end ties and 57 dry storage spaces</p>	<p>Massing -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed.</p> <p>Parking -- 381 at grade Parking spaces will be provided with shared Parking agreement (402 Parking spaces are required).</p>	<p>Proprietary -- 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. Trader Joe's opened on 4/18/19. Restaurants including, KazuNori Sushi, Hiho Burger, Uovo Pasta, and American Cheeseburger are now open to the public. Retailers including Bank of America, Seamark, and a few yacht brokers are also open for business.</p> <p>Regulatory -- February 9, 2016, the BOS approved the project, which was appealed to the CCC. CCC denied the appeal on June 9, 2016. Lessee has received tenant improvement permits to build out several sublessees' offices. Lessee anticipates the buildout to be complete by early 2022. A 40,000 sq.ft. building is currently vacant. Additionally, DPW will not issue a final Certificate of Occupancy until all buildings have been occupied. The lessee is in negotiation with several prospective tenants for the vacant space.</p> <p>Regulatory Matter: Shared Parking Agreement.</p>

**Marina del Rey Redevelopment Projects Report
As of June 09, 2022**

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
113 -- Mariner's Village	Mark Wagner	* Renovation of 981 apartments * Improvements to promenade	Massing – Existing buildings to remain. Parking – Existing parking to remain.	<p>Proprietary – 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 units.</p> <p>Regulatory – The Regional Planning Commission approved an after-the-fact Coastal Development Permit (CDP) for the previous removal of waterbird nests. The appeal of that CDP was approved by the Coastal Commission in September 8, 2021. Lessee is tentatively scheduled to present at the Marina del Rey Design Control Board meeting scheduled for January 19, 2022. Lessee's presentation at Jan 19, 2022's DCB meeting was continued to allow more time to review the proposal. Staff scheduled ex-parte meetings with Meg Coffee and Chair Cho. Lessee's design plans were approved at the March 2022 DCB meeting.</p>

DESIGN CONTROL BOARD MINUTES

March 16, 2022

Members Present: Meg Rushing Coffee, Member (First District); Genelle Brooks-Petty (Second District); Steven Cho, Chair (Fourth District); Tony Wong, P.E., Vice Chair (Fifth District)

Members Absent: None

Department Staff Present: Amy Caves, Deputy Director; Warren Ontiveros, Division Chief; Maral Tashjian, Planning Specialist; Porsche White, Planner; Yeni Womack, Secretary

County Staff Present: Parjack Ghaderi, County Counsel; Clark Taylor, Department of Regional Planning

Guests Testifying: Mark Wagner, E&S Ring Management Corporation; Patrick Winters, Nadel Architects; Darren Shirai, MIG

1. Call to Order and Pledge of Allegiance

Chair Cho called the meeting to order at 1:30 pm and led the Pledge of Allegiance. Ms. Tashjian read the virtual meeting procedures.

2. Approval of the February 16, 2022 Minutes

Moved by Ms. Coffee, seconded by Chair Cho. The February 16, 2022 minutes were approved.

Ayes: 3 – Vice Chair Wong, Ms. Coffee, Chair Cho

Abstention: 1 – Genelle Brooks-Petty

Nays: 0

3. Consent Agenda

None

4. Old Business

- A. Parcel 113 – E&S Ring Management Corporation/Mariners Village Apartments – DCB # 14-003-C – Consideration of final site renovation plan

Ms. White presented the staff report.

Ms. Coffee asked the Applicant about the operable portions of the windows, which she mentioned was a question asked during the January Design Control Board meeting.

Mr. Winters explained that the building was either built or approved in the late 1960s when the building code required a 36" bottom sill, however, the requirement per current code has been raised to 42". He further explained that the portion of operable window is a code issue, but the venting area would meet or exceed the minimum code requirements after the window replacement.

Ms. Coffee asked if the new windows were more energy efficient than the existing ones.

Mr. Winters responded that the windows would be dual glazed and insulated glass units with new sills that are more energy-efficient.

Chair Cho asked if plans existed to bring the building up to code in terms of insulation.

Mr. Winters answered that there were no plans to do so.

Chair Cho mentioned a public comment regarding the proposed roof color and the heat island effect. He noted that under the roofing is not a factor and pointed out that the color of the roof and reflectivity is limited by Title 24.

Mr. Winters clarified that the proposed roofing is a new, single-ply code-compliant cool roof and explained that the energy performance would hugely improve with the proposed building improvements and the new windows.

Vice Chair Wong asked the applicant about the project's conceptual low impact development (LID) plan. Specifically, he asked about the LID components and connection for overflow discharge to the ocean.

Mr. Shirai stated that the project civil engineer was not present to answer the question. However, he explained that the stormwater would be collected in the modular wetlands, filtered through living media, and the filtered stormwater would then be discharged to the storm drain system and not directly into the channel.

Vice Chair Wong asked if the LID units would be connected to the existing storm drain system for the overflow.

Mr. Shirai replied affirmatively.

Ms. Coffee asked if there was a presentation from the Applicant.

Mr. Wager noted that several project consultants were present to address any questions and concerns. He explained that through the process, including the revisions presented during the meeting, the project team has shown a thoughtful design that meets Marina's design guidelines and would enhance Mariners Village.

Ms. Coffee stated that her preference for the balcony railing color was the darker alternative.

Chair Cho asked staff for guidance on how to proceed with choosing between two color options.

Ms. Tashjian replied that they could include their preference in a motion and vote on it.

Mr. Wagner explained that the project team provided two color options at the request of the Board. He also noted that the project team's preference was for the lighter railing color option, but was willing to move forward with either option.

Ms. Coffee noted that the heron colonies don't seem to interfere with the trees scheduled to be removed, but the colonies are in trees adjacent to the buildings that would have a lot of exterior work done.

Mr. Wagner explained that the project team would comply with any existing regulations before exterior work begins in those areas. He added that consultants would be hired to create a plan and meet with contractors to review relevant policies prior to working in those areas.

Chair Cho referred to public comments regarding the tree removals at the project site. He asked the applicant if they intend to remove more trees than listed on the submitted tree removal plan, which included six large canopy trees, three large coral trees, one pine tree, one laurel tree, and fourteen olive trees.

Mr. Wagner replied that only the trees noted in the submitted plans would be removed. He explained that should any additional trees need to be removed, it would be due to an emergency, such as a tree falling over and becoming an imminent danger. He stated that in this case, the lessee would apply for a permit with the Department of Beaches and Harbors (DBH) to remove the tree.

Public Comment

Ms. Hanscom expressed concern for the Marina del Rey blue heron nesting colonies. She asked for a continuance of this item until DBH complies with Supervisor Janice Hahn's motion for establishing oversight committees. Lastly, she stated that the map provided was inaccurate and noted that construction should not occur during nesting season.

Ms. Cummings stated that DCB approval is premature and relayed the importance of protecting the blue heron colonies. She also expressed concern about tree removals not shown on the map.

Ms. Dodson expressed concerns about the blue heron nesting colonies and requested that adequate protection be provided for construction activities near the colonies.

Mr. van de Hoek expressed concern regarding rooftop access security and the blue heron colonies. In addition, he recommended eucalyptus trees as a viable option for the project.

Board Comment

Vice Chair Wong stated that the LID units need to connect to the existing storm drain system for the overflow. He warned the applicant that if a public discharge point does not exist, the system would overflow to the surface, causing a direct flood into the ocean.

Chair Cho asked the Board for comments related to the removal and replacement of trees and the map of heron nesting colonies.

Ms. Coffee noted that the trees shown on the plan seem to be a good idea to remove due to no aesthetic value or habitat. She expressed concern about the conflicting information presented by the public and requested clarity.

Chair Cho noted that there weren't any photos or evidence submitted of illegally cut trees or stumps to support the claims.

Mr. Taylor explained that all entitlements authorized by the Department of Regional Planning (DRP) are required to comply with the tree replacement policy in the Marina del Rey Local Coastal Program (LCP). He also stated that the proper permits and reviews required for any tree removal in the Marina are under DRP's purview and separate from the DCB review process.

Chair Cho asked if future tree removal permits would be reviewed by the DCB.

Mr. Taylor replied that he was unsure if future tree removals would come before the DCB. He noted that tree removals require a site plan review and DBH staff would determine if a tree removal would also require review by the DCB.

Chair Cho stated that sometimes with replacements the overall impact of tree removals can be lost. He expressed that if the Department looks at the overall impact of tree removals holistically, the heron protection plan would be part of the process.

Mr. Taylor replied that DRP reviews each project on a case-by-case basis and rules exist to avoid piecemealing projects.

Ms. Tashjian noted that if a tree is proposed for removal at a site that has an approved landscape plan, DBH staff would review the proposed replacement's consistency with the approved landscape plan. If a proposal is significantly different from the approved plan, it would be brought before the DCB.

Ms. Coffee stated that the applicant submitted a landscape plan for this project, which includes a tree palette based on fire codes, water requirements, and native and non-native plant use.

Chair Cho expressed concern with future tree removals and asked if a condition could be added to the project that requires applicants to return before the DCB if they want to remove a tree.

Ms. Tashjian explained that the suggested condition is not practiced elsewhere in Marina del Rey and would set a precedent. She also stated that emergency tree removals or tree removals related to maintenance in the Marina are not always reviewed by the DCB.

Ms. Coffee expressed her appreciation for the concern and environmental impact. She noted that the issue of tree removals is beyond the purview of the DCB and is a matter for DBH and DRP to address.

Chair Cho expressed a public speaker's concern that the lease had not been renewed for the site. He asked if a condition could be placed on the project that if the lease conditions affect any items under the DCB's purview, the applicant would need to return to the DCB.

Ms. Caves explained that the DCB process, including DCB approval, is a condition for an extension of the lease and the lease extension has not been approved because the applicant is still working through the conditions to exercise their option to extend the lease. If the applicant deviates from what was presented during the DCB meeting, then the project changes would need to be reviewed by the DCB for an amended approval.

Chair Cho announced that he preferred the darker balcony railing color and had no preference for the material.

Ms. Coffee also preferred the darker color of the aluminum material because it reduced the balcony railing profile.

Ms. Brooks-Petty also preferred the darker color option.

**Moved by Vice Chair Wong, seconded by Ms. Coffee, this item was approved.
Ayes: 4 – Vice Chair Wong, Ms. Coffee, Chair Cho, Ms. Brooks-Petty**

5. New Business

A. Election of Officers

Vice Chair Wong proposed that the current officers remain in office until the next election.

**Moved by Vice Chair Wong, seconded by Ms. Coffee, this item was approved.
Ayes: 4 – Vice Chair Wong, Ms. Coffee, Chair Cho, Ms. Brooks-Petty**

Public Comment

None

B. Design Control Board New Member Training

Ms. White presented the staff report.

Mr. Taylor clarified that projects submitted to DRP can be heard, reviewed, and approved by either a hearing officer or the Regional Planning Commission, depending on the project's scope.

Chair Cho asked if the commissioners had to vote on this item.

Ms. White replied there was no need to vote.

Public Comment

Ms. Hanscom noted that the DCB has been the only Commission that has listened to the public. She explained that the Commission had Coastal Act compliance responsibilities ten years ago and suggested the creation of an eco-tourism board to ensure the original intent of the Marina is preserved.

6. Staff Reports

All reports were received and filed.

Moved by Vice Chair Wong, seconded by Ms. Coffee

**Ayes: 4 – Vice Chair Wong, Ms. Coffee, Chair Cho, Ms. Brooks-Petty
Nays: 0**

7. Public Comment

Ms. Hanscom provided background on the Ballona Wetlands and stated that there is a new public entrance adjacent to the Marina, across from Whiskey Reds. The gate is open from Wednesday through Saturday from 8 am to 1 pm and she requested that DBH staff promote the new Ballona Wetlands opening.

8. Adjournment

Chair Cho adjourned the meeting at 3:11 pm.

Respectfully Submitted,

Yeni Womack
Secretary for the Design Control Board

Marina del Rey Slip Vacancy Report

Mar-22	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																			1	5	20.0%	1	5	20.0%		
P7	1	8	12.5%	9	80	11.3%	7	44	15.9%	1	42	2.4%		12	0.0%		7	0.0%		21	0.0%	18	214	8.4%		
P8		15	0.0%		48	0.0%	5	82	6.1%		38	0.0%		16	0.0%	1	7	14.3%		1	0.0%	6	207	2.9%		
P10	1	9	11%	36	85	42%	11	44	25%	4	22	18%										52	160	32.5%		
P12							9	30	30.0%	8	53	15.1%	7	58	12.1%	7	44	15.9%	2	31	6.5%	33	216	15.3%		
P13					3	0.0%	3	33	9.1%		70	0.0%	4	36	11.1%	3	36	8.3%		8	0.0%	10	186	5.4%		
P15	16	113	14.2%	3	40	7.5%	8	59	13.6%		11	0.0%										27	223	12.1%		
P18	9	198	4.5%	4	68	5.9%		41	0.0%		39	0.0%		26	0.0%		18	0.0%		34	0.0%	13	424	3.1%		
P20	0	42	0.0%		59	0.0%	3	21	14.3%		9	0.0%		8	0.0%							3	139	2.2%		
P21	23	121	19.0%	3	51	5.9%					10	0.0%										26	182	14.3%		
P28	4	9	44.4%	36	121	29.8%		54	0.0%		22	0.0%	19	68	27.9%	6	24			1	0.0%	65	299	21.7%		
P30	1	8	12.5%	9	70	12.9%	10	51	19.6%		33	0.0%	1	26	3.8%		52	0.0%		55	0.0%	21	295	7.1%		
P41	16	90	17.8%	1	24	4.2%	8	34	23.5%													25	148	16.9%		
P43					5	0.0%	3	63	4.8%	8	48	16.7%	21	69	30.4%	5	37	13.5%		36	0.0%	37	258	14.3%		
P44	4	14	28.6%	24	66	36.4%	23	39	59.0%				7	10	70.0%		7	0.0%	1	4	25.0%	59	140	42.1%		
A47	9	96	9.4%	3	77	3.9%	4	28	14.3%	5	28	17.9%	2	10	20.0%		1	0.0%		3		23	243	9.5%		
P53	2	23	8.7%		28	0.0%	6	35	17.1%	1	21	4.8%										9	107	8.4%		
P54					2	0.0%				2	26	7.7%	1	6	16.7%		7	0.0%		14	0.0%	3	55	5.5%		
P111		20	0.0%	1	27	3.7%		2	0.0%		15	0.0%					8	0.0%	1	39	2.6%	2	111	1.8%		
P112	6	100	6.0%					11	0.0%		24	0.0%								40	0.0%	6	175	3.4%		
P125I	1	24	4.2%	7	48	14.6%	4	93	4.3%	4	50	8.0%	2	27	7.4%	3	17	17.6%	2	18	11.1%	23	277	8.3%		
P132	4	29	13.8%		3	0.0%	9	68	13.2%	10	58	17.2%	2	45	4.4%	2	39	5.1%	1	20	5.0%	28	262	10.7%		
Total	97	919	10.6%	136	905	15.0%	113	832	13.6%	43	619	6.9%	66	417	15.8%	27	304	8.9%	8	330	2.4%	490	4326	11.3%	0	4326

Summation

Vacancy in 17'-25'	10.6%
Vacancy in 26'-30'	15.0%
Vacancy in 31'-35'	13.6%
Vacancy in 36'-40'	6.9%
Vacancy in 41'-45'	15.8%
Vacancy in 46' to 50'	8.9%
Vacancy in 51' and over	2.4%

Overall Vacancy	11.3%
Vacancy w/o DOUBLES, OUT OF SERVICE slips	10.0%

	Under Construction	Net Available	TOTAL Mdr	% of TOTAL	CDP MIN THRESHOLD
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Mar-22

25' & Less					
Number of Slips	0	919	4326	21%	16%

26'-30'					
Number of Slips	0	905	4326	21%	19%

30'-35'					
Number of Slips	0	1564	4326	36%	18%

Marina del Rey Slip Vacancy Report

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Marina	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC					
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P8		15	0.0%		48	0.0%	5	82	6.1%		38	0.0%		16	0.0%	2	7	28.6%		1	0.0%	7	207	3.4%		
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