



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

**AGENDA FOR THE
SPECIAL MEETING OF THE
SMALL CRAFT HARBOR COMMISSION
Tuesday, July 25, 2023
10:00 A.M.**

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

NOTICE

Members of the public may attend in person or via a two-way audiovisual platform on Zoom:

REMOTE PARTICIPATION

To observe and provide verbal public comment for the record during the meeting, go to <https://bh-lacounty-gov.zoom.us/j/81668899344> (Zoom Meeting ID: 816 6889 9344) and staff will assist you via the Zoom chat feature.

OBSERVING THE MEETING

To observe the meeting without public comment for the record, go to <https://bh-lacounty.gov.zoom.us/j/81668899344> (Webinar ID: 816 6889 9344) or dial (669) 900-6833 or (669) 444-9171.

PROVIDING PUBLIC COMMENT BEFORE THE MEETING

To provide verbal 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, and the agenda item number, you may also include your first and last name, email address, and phone number. Public comments submitted prior to 5 p.m. on Monday, July 24, 2023, will be transcribed and provided to the Small Craft Harbor Commission. Verbal public comments submitted after 5 p.m. on Monday, July 24, 2023, will not be provided to the Small Craft Harbor Commission, but will be transcribed and added to the public record



Audio

1. **CALL TO ORDER, LAND ACKNOWLEDGEMENT AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

Small Craft Harbor Commission Meeting of April 20, 2023 and May 10, 2023.

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**

None

7. **NEW BUSINESS**

- a. **Parcel 132 (California Yacht Club) Lease Assignment and Lease Amendment No.14** (ENDORSEMENT)
- b. **April Special Night Meeting Public Comments Summary** (REPORT)

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
 - Illegal Boat Charter Enforcement
 - Status Report on Dock 55 Charter Boat Operations Management

9. **ADJOURNMENT**

PLEASE NOTE

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.
2. The agenda will be posted on the internet and displayed at the following locations at least 72 Hours preceding the meeting date:

Department of Beaches and Harbors Website Address: <http://marinadelrey.lacounty.gov>

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

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

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

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

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

Si necesita asistencia para interpretar esta informacion llame al (424) 526-7777.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxilliary 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
SPECIAL NIGHT MEETING
April 20, 2023

Commissioners: Nathaniel Salazar, Chair; Gregory Gorman, Vice Chair; Bernard Kozacik Allyn Rifkin; Richard Montgomery (excused absence)

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

Item 1 - Call to Order and Pledge of Allegiance

Chair Salazar called the meeting to order at 6:00 pm, followed by the Land Acknowledgement Statement and the Pledge of Allegiance. Susana Graether read the hybrid meeting procedures.

Item 2 – New Business

LCDR Braden Rostad, U.S. Coast Guard; presented about Vessel Types, valid bareboat charters, and the Coast Guard Law Enforcement Authority.

Susana Espinosa, Department of Beaches and Harbors, presented information about the Russell Walker WATER Youth Program and spoke of sailing camps, and single-day programs for youth from high-need areas and on probation.

Daniel Ginzburg, FantaSea Yachts, gave a presentation on his charter company, highlighting its fleet, staff, and charter services.

Keith Lambert, Marina del Rey Anglers, presented about his fishing club which includes a Kids' fishing program, Veterans fishing program, and White Seabass Pen project. He announced the 48th Marina del Rey Annual Halibut Derby and encouraged the public to attend on June 3rd and June 4th, 2023.

Bennet Samson, Fairwind Yacht Club, presented information about the yacht club, a cooperative made up of 600 plus members half of whom are in Marina del Rey and the other half is in Channel Islands harbor. The club maintains a fleet of 40-plus sailing vessels and offers sailing experiences and American Sailing Association training at no additional cost to its members.

Kurtis Sundblom and Nathan Mai, Boys and Girls Club of West Gabriel Valley & Eastside, presented the organization's history, impact on the community, and community partnerships. They highlighted the program elements such as the anatomy of the Hobie Wave, kayaking and paddle boarding, and the anatomy of a boat.

Jamie Hedlund, Los Angeles Rowing Club, gave a presentation about the organization's goals, learn-to-row program, and their crews' competition in the San Diego Crew Classic. He spoke of their need for additional rack storage space and the possibility of collaborating with DBH staff and stakeholders to bring a community boat house to the Marina.

Colin Kurcz, Charter Operators of Marina del Rey California Association (COMCA), presented the association's purpose and what they provide to the community. He provided information on two types of memberships, regular membership comprised of individuals involved in the charter boat industry, and associate membership comprised of individuals, or associations whose participation and expertise are known as supportive of the charter boat industry.

Brendan Huffman, Del Rey Yacht Club, gave a presentation on the club's history and commitment to inclusivity. He emphasized that no one is turned away due to financial hardship and spoke about their pride in giving back by partnering with local youth groups.

Carolene Bookman, the Mariners Outreach Foundation, gave a presentation on the foundation's purpose to help Catalina Island children have more mainland experiences and attain higher education.

Eduardo Silvestre, California Yacht Club, presented on the club's mission and values like community and friendly competition, continuous learning, and care for the ocean. He spoke of their programs, partnerships, and scholarships available.

Steve Curran, Marina del Rey Yacht Sales, gave a presentation on the history of Marina del Rey and its partnerships. He spoke of the need for a good boating center, having a boater within the DBH staff, and restarting the MarinaFest.

Jun Dolor, Pacific Ocean Management (POM), gave a presentation on Dock 55 Landing's use, requirements for a new application, renewal of the current licensee, Dock 55 booking procedure, landing fee, and basic charter limitations.

Mr. Rifkin and Chair Salazar asked if there would be another presentation on Dock 55 at a later meeting.

Mr. Penn replied that it will be placed on a future meeting agenda.

Lauren Decker, Marina Outrigger Canoe Club, presented on the club's history and noted the organization is supported by membership fees, sponsorships, and donations. They are passionate about protecting the environment and keeping it clean and safe.

Captain Alex Balian, Paradise Bound Yacht Charters, spoke of his U.S. Navy career, sea experience, and Paradise Bound Yacht Charter services. He noted the positive experience within the charter community in Marina del Rey harbor.

Chair Salazar solicited the Commissioners for their comments and input regarding any of the presenters.

Mr. Rifkin reported communication received about the possibility of additional bicycle access in Marina del Rey and requested placing it as an item on a future agenda.

Chair Salazar requested another presentation from POM, spoke about the Mariners Outreach Foundation, and requested additional information about the water program. He noted LA Rowing Club's need for additional rack space and stated that the commission would work with DBH staff to address concerns.

Item 3 – Communication from the Public

Damien McCloud, Spin Out Fitness, Spoke of their business that provides bikes that float and travel from two to five knots, they are human-powered. They are looking for a home in Marina del Rey and guidance and support from the community and commissioners to find a location for the business.

Alex Gruft, Marina del Rey Yacht Brokers, introduced himself and the organization to the commission and spoke of their mission.

Brad Falkenstein, City Cruises, spoke of their charter services and announced the complete renovation of their flagship yacht, The Entertainer.

Dan Ericson, Marina del Rey Sport Fishing, briefly described fishing trips, fleet, and private charters.

Jessalyn Waldron, Constituent Services Deputy for the Board of Supervisor Holly Mitchell, Second District, Introduced herself and mentioned her office in the park is open should anyone want to say hello.

Adjournment

Chair Salazar adjourned the meeting at 7:26 pm.

SMALL CRAFT HARBOR COMMISSION MINUTES
May 10, 2023

Commissioners: Nathaniel Salazar, Chair; Bernard Kozacik; Allyn Rifkin; Richard Montgomery; Gregory Gorman, Vice Chair; (excused absence)

Department of Beaches and Harbors (DBH): LaTayvius Alberty, Deputy Director; Steve Penn, Chief of Asset Management Division; Susana Graether, Chief Property Manager; Ivy Bordenave-Priestly, Lease Specialist; Amir Tadros, Senior Real Property Agent

County: Parjack Ghaderi, Principal Deputy County Counsel

Item 1 - Call to Order and Pledge of Allegiance

Chair Salazar called the meeting to order at 10:00 am, followed by the Land Acknowledgement Statement and the Pledge of Allegiance. Ivy Bordenave-Priestly read the hybrid meeting procedures.

Steve Penn introduced the new DBH Deputy Director, LaTayvius Alberty, and Ivy Bordenave-Priestly who will replace Susana Graether. Ms. Graether will transfer to the CEO's office starting next month.

Item 2 – Approval of Minutes

Mr. Rifkin inquired about April 20, 2023, Special Night Meeting minutes.

Steve Penn replied that the April 20, 2023 meeting minutes will include a summary of all the activities and will be provided at the next meeting.

Motion to approve March 8, 2023, Meeting Minutes by Mr. Rifkin, seconded by Mr. Kozacik.

Ayes: 4, Chair Salazar, Vice Chair Gorman, Mr. Kozacik and Mr. Rifkin
Abstain: 1, Mr. Montgomery

Item 3 – Communication from the Public

There was no communication from the public.

Item 4 – Communication with the Commissioners

Mr. Rifkin disclosed communication from Allen Abses, an urban planner, regarding modifications to the bicycle plan and suggested adding the topic to a future meeting agenda.

Steve Penn noted that the Marina del Rey bike path is under the jurisdiction of the Department of Public Works (DPW); however, DBH would be glad to assist in receiving the information and passing it to DPW.

Chair Salazar disclosed communication from Lory Klaidman.

Item 5a – Marina Sheriff

Sergeant Ron Knolls presented the Sheriff's report.

Item 5b – MdR and Beach Special Events

Catrina Love reported on the Beach Eats, the COVID-19 clinic, and Beach Shuttle. She announced the return of Culture Jam and the Marina del Rey Water Bus.

Item 5c – Marina Boating Section Report

Michael Blenk reported that Anchorage 47 has zero 42-feet, four 38-feet, three 34-feet, four 28-feet, nine 24-feet, and three 22-feet vacant slips available. Parcel 77 powerboat storage is full, and Mast-Up storage has 35 spaces available.

Item 5d – Marina del Rey Maintenance Report

Jose Bedolla reported on the Electric Vehicle (EV) station project for the DBH administration building and Lot 5. He gave a status report for Dock 77 design construction, Aubrey Austin Junior Park improvement project, Boat Launch Ramp general improvements, Chace Park improvements, Fiscal Building improvements project, Marina del Rey parking structure, Mother's Beach boat storage improvements, and Seawall voids repair-phase II.

Item 6a – Report on Dock 55 Charter Boat Operation Management

Jun Dolor and Debra Fixen presented the report.

Colin Kurez, Calico Yacht Charter, spoke about the recent changes in the contract between DBH and POM and commented that the landing fee increase of \$150 will drive customers to use illegal charters.

Ryan Kirk, Tiki Boat MdR, LLC, asked questions about Dock 55's financial operations.

Pam Gore, COMCA, read her letter and submitted it to be included as part of the record, and requested lowering the landing fee increase.

Gustavo Santi, Charters 2000, spoke of affordable priced charters and the effects the increased fee will have on his business. He requested a hold on the fee increase and suggested that DBH and 2nd District office have a meeting to discuss it.

Captain Alex Balian, Paradise Bound Yacht Charters, spoke of Dock 55's impact on the success of the charter industry in Marina del Rey and the importance of keeping the ease of use at Dock 55.

Joss Martinez, California Dream Tours, requested consideration of his COI boat which carries more than twelve passengers. He explained that Dock 55 only allows 12-passenger charters, and he's requesting permission to carry two additional passengers.

Kevin Wang, Sailway Charter, disagreed with the landing fee increase, expressed concern for Dock 55's goals, and suggested opening a new dock specifically for charter companies with high-end customers.

Marc Andelman expressed concern for the boat charter customers due to the landing fee increase and pondered the idea of charter customers being targeted or excluded.

Robert F. Zales, National Association of Charterboat Operators, spoke about their organization's mission and purposes. Expressed concern regarding the landing fee increase and suggested alternative methods to increase the fee to a reasonable amount.

Britanny Emery shared her concerns regarding the price increase and its potential to cause businesses to go out of business.

Ben Wang spoke of his issues with the price increase and requested DBH place a hold on the increase.

Baky spoke about the fee increase potentially increasing illegal charter services.

Mr. Rifkin requested clarification as to the commission's authority on the item and asked for direction as to how to address this item due to it not being an action item.

Steve Penn replied that the commission is an advisory body; however, DBH staff and the Board of Supervisors (BOS) highly regard the commission's advice and recommendations. The staff takes the commission's guidance as the direction of DBH operations.

Mr. Rifkin asked about the Request For Proposal and how Pacific Ocean Management (POM) was selected and requested a report on the criteria for selection.

Amir Tadros clarified that there is no fee increase. He explained that the fee has remained the same since the inception of Dock 55 in 2017. He further explained that It has always been six percent of the gross receipts or the minimum of \$50. The six percent fee remains the same; however, the cost to charter a vessel has increased. The number of improvements and allowances for passengers has doubled. Lastly, he explained that there was a high demand for charter services during the pandemic, and yet the six percent fee remains the same.

Steve Penn explained the RFP process and noted that POM rated the highest score. He also suggested providing RFP documents or a presentation regarding the RFP process.

Mr. Kozacik inquired about the length of time a new charter company has to wait to operate out of Dock 55.

Jun Dolor replied that the last charter company waited approximately two years.

Mr. Kozacik asked how many charter trips in the summertime per day and the average cost.

Jun Dolor replied about 50 trips per day and an average charter cost between \$1200-\$1500 for a two-hour to four-hour trip.

Mr. Kozacik asked if the fee increase affect the current bookings.

Mr. Dolor replied that it will not affect any of the charter companies until a new contract is signed.

Mr. Montgomery asked about the enforcement of illegal charters.

Amir Tadros replied that DBH works closely with the US Coast Guard and Harbor Master which translates to constant enforcement.

Chair Salazar asked if the BOS shares the same thoughts as the DBH staff regarding the landing fee increase. He requested charter rates from comparable marinas and accurate calculations for the landing fee increase.

Debra Fixen noted that the numbers provided during the public comment period were inaccurate. She pointed out that the six percent fee remained the same and the minimum fee was increased to cover the cost due to a 243% expense increase.

Mr. Penn summarized the charter operators, dock management, and County staff points of view and stated that the driving force behind the increase of the landing fee from \$50 to \$150 is the higher capacity compared to 2017 when the dock was first constructed. He explained that the foot traffic, parking lots, and increased business led to wear and tear, increased operating expenses, and a higher workload. He further explained that the County's cost also increased as the County owns and maintains the dock, which is a public resource and is funded by taxpayers' money. He further explained that during the analysis they didn't believe there would be a substantial economic impact on the charter operators because of the comparison of six percent to \$150, he noted that the breaking even point results approximate at \$2500.00. When using that amount including gratuity and all other costs the amount surpasses the even point. Which means charter operators are paying more than \$150 already.

Mr. Montgomery suggested continuing the item to the next meeting.

Mr. Penn and Ms. Alberty stressed the importance of open communication and understand the concern about the increase and stated that staff would instruct POM to hold off on the increase of the landing fee until further discussions were held. DBH will review documentation submitted from POM and any charter operator, and also conduct outreach with operators prior to implementing any fee increase. An update of this matter would be brought back at the next Commission meeting.

Motion to reagendaize the item to the next meeting by Chair Salazar, seconded by Mr. Rifkin.

Ayes: 4, Chair Salazar, Mr. Montgomery, Mr. Kozacik, and Mr. Rifkin
Abstain: 0

Item 7a – New Business

None

Item 8 – Staff Reports

Steve Penn presented the staff report.

Adjournment

Chair Salazar adjourned the meeting at am.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES MAY 2023



	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											
Rape											
Robbery: Weapon									1		1
Robbery: Strong-Arm	1						1	3			5
Aggravated Assault		1				1	2	1			5
Burglary: Residence	1						2	4			7
Burglary: Other Structure	4						1	1			6
Grand Theft	5	3		2		3			2		15
Grand Theft Auto	2	1					2	2	2		9
Arson											
Boat Theft											
Vehicle Burglary	1	3				1	1	2	1	1	10
Boat Burglary											
Petty Theft	5	2		1	2	3	4	1	3		21
REPORTING DISTRICTS TOTALS	19	10	0	3	2	8	13	14	9	1	79

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

Source- LARCIS, **Date Prepared** June 1, 2023
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES – MAY 2023



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide		
Rape		
Robbery: Weapon		1
Robbery: Strong-Arm	1	4
Aggravated Assault	1	4
Burglary: Residence	1	6
Burglary: Other Structure	4	2
Grand Theft	10	5
Grand Theft Auto	3	6
Arson		
Boat Theft		
Vehicle Burglary	4	6
Boat Burglary		
Petty Theft	8	13
Total	32	47

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

Source- LARCIS, **Date Prepared** June 1, 2023
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES- MAY 2023



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2791)
Part I Crimes		
Homicide		
Rape		
Robbery: Weapon		
Robbery: Strong-Arm		1
Aggravated Assault		2
Burglary: Residence		2
Burglary: Other Structure		1
Grand Theft		
Grand Theft Auto		2
Arson		
Boat Theft		
Vehicle Burglary		1
Boat Burglary		
Petty Theft	2	4
Total	2	13

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

Source- LARCIS, **Date Prepared –** June 1, 2023
CRIME INFORMATION REPORT - OPTION 5A



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES JUNE 2023



	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	2						1				3
Robbery: Weapon		1				1	1	1			4
Robbery: Strong-Arm									1		1
Aggravated Assault									3		3
Burglary: Residence	3	1			4		2	1			11
Burglary: Other Structure	1			1			1				3
Grand Theft	6	5		3	2		4	1			21
Grand Theft Auto	2	1		1	2		4	3	3		16
Arson											0
Boat Theft											0
Vehicle Burglary	5				1			1			7
Boat Burglary											0
Petty Theft	2	2						1	1		6
REPORTING DISTRICTS TOTALS	21	10	0	5	9	1	13	8	8	0	75

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

Source- LARCIS, **Date Prepared** July 5, 2023
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES – JUNE 2023



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide		
Rape		1
Robbery: Weapon		1
Robbery: Strong-Arm		
Aggravated Assault		
Burglary: Residence	4	2
Burglary: Other Structure		1
Grand Theft	2	4
Grand Theft Auto	2	4
Arson		
Boat Theft		
Vehicle Burglary	1	
Boat Burglary		
Petty Theft		
Total	9	13

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

Source- LARCIS, **Date Prepared** July 5, 2023
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES- JUNE 2023



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2791)
Part I Crimes		
Homicide		
Rape	2	1
Robbery: Weapon	1	3
Robbery: Strong-Arm		1
Aggravated Assault		3
Burglary: Residence	4	7
Burglary: Other Structure	2	1
Grand Theft	14	7
Grand Theft Auto	4	12
Arson		
Boat Theft		
Vehicle Burglary	5	2
Boat Burglary		
Petty Theft	4	2
Total	36	39

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

Source- LARCIS, **Date Prepared – July 5, 2023**
CRIME INFORMATION REPORT - OPTION 5A



Marina del Rey Harbor Liveaboard Compliance Report 2023



Liveaboard Permits Issued

January- May

New permits Issued:	18
Renewal Issued:	33
Total:	51
Notices to Comply Issued:	0

Total

Liveaboards:	304
Current Permits:	115
Expired Permits/ No Permit:	189



Marina del Rey Harbor Liveaboard Compliance Report 2023



Liveaboard Permits Issued

January- June

New permits Issued:	21
Renewal Issued:	36
Total:	57
Notices to Comply Issued:	0

Total

Liveaboards:	302
Current Permits:	113
Expired Permits/ No Permit:	189



Caring for Our Coast


♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 25, 2023

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

MARINA DEL REY EVENTS

RIDE CIRCUIT

Daily

12:30 p.m. – 9:00 p.m.

Catch affordable, on-demand rides around Marina del Rey and Venice aboard Circuit's five-passenger electric micro-shuttles. Circuit's local route includes stops at restaurants, shops, and attractions such as Fisherman's Village, Burton Chace Park, Waterside Shopping Center, and Mother's Beach, as well as Venice Beach, Venice Pier, and Abbot Kinney Blvd.

To request an on-demand ride, download the "Ride Circuit" app (Apple or Android) and allow 10–15 minutes for pick-up. Kids must be at least 8 years old or 4'9", as child-safety seats are not provided. Pets are allowed at the discretion of the driver and passengers.

For more information: Call (424) 526-7900 or visit www.ridecircuit.com/venice-marina-del-rey

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 of Beaches and Harbors (Department) and instructor Anastasia for a yoga session at the water's edge to 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 or guardian. Students must bring their own mats



This free COVID-19 Vaccine and Booster Clinic is open to everyone 6 months and older, regardless of insurance or immigration status. Flu shots are also available. Minors must be accompanied by a parent/guardian. Please make an appointment at bit.ly/dbhvaccine. Walk-ups are welcome!

Vaccines and boosters available:

- Pfizer (6 mos-5) COVID-19 vaccine
- Moderna COVID-19 vaccine + Booster
- Pfizer COVID-19 vaccine + Booster
- Pfizer (5-11) COVID-19 vaccine
- Flu Shots

*NOTE: The latest Pfizer & Moderna Bivalent boosters that protect against the Omicron variant are available.

For more information: Email cms@bh.lacounty.gov

OLD FASHIONED DAY IN THE PARK

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
Sunday, July 23, 2023
10:00 a.m. – 3:00 p.m.

Come see classic yachts and vintage cars at the 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: Call (310) 429-3028 or visit classicyacht.org

MARINA DRUM CIRCLE

Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey
Sundays
August 13 - October 15, 2023

Discover the 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: Call (424) 526-7900 or visit marinadelrey.com

DANCE MDR

Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey
Fridays

September 1 – 29, 2023
7:00 – 9:00 p.m.

Dance the night away under the stars at Burton Chace Park to live music from some of L.A.'s top DJs and local bands. Learn new dance moves in different dance styles – from Samba and Bollywood, to Salsa and Disco at this free event.

For more information: Call (424) 526-7900 or visit marinadelrey.com

MARINA DEL REY WATERBUS

Through September 4, 2023

Park your car and ride the WaterBus for a water's-eye view of Marina del Rey. Hop aboard one of eight boarding stops including Burton Chace Park, Fisherman's Village and Mothers Beach to shop, dine, and recreate. Bikes and strollers are welcome on board. No pets allowed. Please notify the dock attendant if you have a wheelchair, limited mobility, or need assistance. The fare is \$1 per person, for a one-way ticket. Paid parking is available at nearby Los Angeles County lots.

WaterBus Schedule:

Fridays and Saturdays	11:00 a.m. – 11:00 p.m.
Sundays	11:00 a.m. – 9:00 p.m.

Special Dates:

Symphonic Thursday Concerts	5:00 p.m. – 10:00 p.m.
Dance MDR Fridays	5:00 p.m. – 11:00 p.m.
Labor Day	11:00 a.m. – 9:00 p.m.

For more information: Call (310) 984-7337 or visit marinawaterbus.com

GJ:CML:da



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Albery
Deputy Director

July 25, 2023

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: **ITEM 7a – CONSENT TO: ASSIGNMENT AND AMENDMENT NO. 14 OF LEASE NO. 10200 CALIFORNIA YACHT CLUB (PARCEL 132S AT 4469 ADMIRALTY WAY)**

Item 7a on your agenda relates to the proposed assignment of Lease Agreement No. 10200 for Parcel 132S in Marina del Rey from the current lessee, LAACO Ltd, to Crescendo Pacific Marina LLC, and additionally to amend the Lease to include: i) compliance with the County's Labor Peace Policy and the Prevailing Wage laws; ii) an additional remedy permitting the County to seek specific performance against the Lessee in the event Lessee fails to properly maintain and repair the project's improvements; and (iii) an increase in the general liability insurance coverage limits.

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 assignment and the amendment. Your Commission's endorsement of the recommendation that the Board consent to the assignment and amendment is requested.

GJ:AC:LA:SP:IBP:ad

Attachment

MR 83,620





August 8, 2023

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
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

Dear Supervisors:

**CONSENT TO ASSIGNMENT AND
APPROVAL OF AMENDMENT NO. 14 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 assignment of Lease Agreement No. 10200 ("Lease") for Parcel 132S with the current lessee, LAACO, LTD., a California limited partnership ("LAACO") to CRESCENDO PACIFIC MARINA LLC, a Delaware limited liability company ("CRESCENDO"), and additionally to amend the Lease to include: i) compliance with the County's Labor Peace Policy and the Prevailing Wage laws; ii) an additional remedy permitting the County to seek specific performance against the Lessee in the event Lessee fails to properly maintain and repair the project's improvements; and (iii) an increase in the general liability insurance coverage limits.

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 132S Lease to CRESCENDO.
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 132S Lease.
4. Approve and authorize the Chair of the Board to sign the attached Amendment No. 14 to Lease No. 10200.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAACO (Lessee) is requesting the County's consent to assign its leasehold interest in Parcel 132S to CRESCENDO (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, among other factors, 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, Crescendo, is a full-service commercial real estate investment and operating platform specializing in the acquisition, development, repositioning, and management of a variety of property types across the Southwestern United States; b) the proposed Assignee's co-founders, Jeffrey S. Weiss and Colin P. Shepherd, have together more than 56 years of combined experience in real estate, and have managed and developed assets worth over \$145 billion, spanning over 26.5 million square feet; and c) the proposed sales price of \$1,250,000 for Parcel 132S appears to be justified based on its remaining term and the valuation of the business. The proposed assignee has selected Kemper Sports Management, Inc. ("Kemper"), a recognized and experienced property management company that specializes in the management and marketing of clubs, golf courses, sports and event facilities, and destination resorts. Kemper has previously been engaged by LAACO to manage the Los Angeles Athletic Club, and thus, is familiar with the context of the California Yacht Club's ownership.

The proposed assignment contains an agreement for an extra \$750,000 payable by the buyer, if the term of the Lease is extended through or beyond July 31, 2027 in accordance with the terms of the Lease. If the Lease expires on July 31, 2025, the note automatically terminates. If the term is extended, the buyer shall pay 50% of the note amount on June 30, 2026, and the final 50% on June 30, 2027. The buyer may qualify for a reduction of 50% of the costs to secure an extension, including the completion of the Promenade Project, with a maximum reduction not exceeding \$375,000. It should be noted that none of these provisions impacts the County, and that the County has made no representations or commitments regarding the availability of any Lease extension or the County's intent to exercise its available extension options.

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 Amendment 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 was set to expire on July 31, 2022, and on July 12, 2022, the Board of Supervisors approved Amendment No. 13 which extended the Lease term by three (3) years to July 31, 2025, with two (2) one-year options to further extend at the discretion of the County. Additionally, the Board approved a retroactive consent to the prior assignment of the Lease which occurred when the lessee entity LAACO was sold to CubeSmart as a part of a larger portfolio purchase.

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.

Proposed Lease Amendment No. 14 will add and include the following additional Lessee obligations:

- a) Labor Peace Agreement. Lessee will require any Hospitality Operator with employees operating the restaurant located on the premises to enter into a Labor Peace Agreement with the relevant labor unions.
- b) Policy of Equity. Lessee agrees to cooperate with the County to advance the County's adopted equity and inclusion programs and policies.
- c) Default Remedies. The County will be entitled to the remedy of specific performance in the event of a Lessee default related to the repair, renovation, maintenance, or safety requirements in the Lease.
- d) Prevailing Wage. Lessee will be required to comply with the Prevailing Wage law for any construction and/or improvement work undertaken pursuant to Lease.
- e) Insurance. Lessee will be required to double the current limits of its general liability insurance coverage. This adjustment in the insurance coverage is in accordance with current County standards providing additional protections for the County and

the public in the event of unforeseen circumstances or incidents occurring on the lease premises.

County Counsel has reviewed and approved assignment and amendment as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are exempt from the California Environmental Quality Act ("CEQA"). The actions, to consent to assignment and amendment of the Lease, are within a class of projects that have been determined not to have a significant effect on the environment and which meet 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 132 and approval of Amendment No. 14 to Lease Agreement No. 10200.

CONCLUSION

It is recommended that your Board consent to the proposed assignment of Parcel 132S and to please instruct the Chair of the Board to sign all three originals of the Amendment No. 14 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 Arnulfo Delgado at (424) 526-7738 or ADelgado@bh.lacounty.gov.

Respectfully submitted,

GARY JONES

Director

GJ:AC:LA:SP:IBP:ad

Enclosures (3)

The Honorable Board of Supervisors

8/8/2023

Page 5

c: Chief Executive Officer

County Counsel

Executive Officer, Board of Supervisors

**AMENDMENT NO. 14 TO LEASE NO. 10200
PARCEL NO. 132S – MARINA DEL REY
(LEASE NO. 10200)**

THIS AMENDMENT TO LEASE ("**Amendment No. 14**" or "**Amendment**") is made and entered into this _____ day of _____, 2023.

BY AND BETWEEN

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

AND

**CRESCENDO PACIFIC MARINA LLC, a
Delaware limited liability company,
hereinafter referred to as "Lessee."**

RECITALS:

WHEREAS, County and Lessee's predecessor-in-interest, LAACO, Ltd., a California limited partnership ("**LAACO**"), entered into Lease No. 10200, dated November 2, 1965, as amended, under the terms of which County leases 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. 14 to further amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

WHEREAS, County and Lessee desire 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 is subject to and contingent upon the consummation of the assignment by LAACO 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. In the event this Amendment is not approved by the Board of Supervisors of Los Angeles County, this Amendment is hereby deemed terminated and of no further force and effect.

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

“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.”

4. **Labor Peace Agreements.** Lessee shall require any Hospitality Operator with employees operating the restaurant at the Premises to enter into a Labor Peace Agreement with respect to such employees and the relevant labor unions, as described in this Section 4. 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 Hospitality 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 Hospitality 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.

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

6. **Default.** The following language is hereby added to the end of Section 21 of the Lease:

21.1 **Specific Performance for Repairs.** It is understood and agreed by the County and Lessee that money damages would not be a sufficient remedy for any Event of Default related to the repair, renovation, maintenance, or safety requirements of this Agreement, and the County shall be entitled to

specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy of any such Event of Default, without the necessity of proving the inadequacy of money damages as a remedy (in addition to any other remedy to which the County is entitled). By this provision, the defense that a remedy at law would be adequate is waived. Nothing in this paragraph shall have any preclusive effect on remedies that may or may not be available for other Events of Default

7. **Prevailing Wage Requirements.** In connection with any construction and/or improvement work undertaken pursuant to this Lease, Lessee shall comply, and shall cause its contractors and subcontractors to comply, with the prevailing wage provisions of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code ("**Prevailing Wage Law**") and the prevailing wage rate determinations of the California Department of Industrial Relations.

8. **Insurance Provisions.** Commencing as of the Effective Date, Section 26(A) of the Lease is hereby deleted in its entirety and replaced by the following language:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$20 million
Products/Completed Operations Aggregate:	\$20 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 million

9. **[RESERVED].**

10. **Amendment No. 13.** Lessee hereby acknowledges having received and reviewed Amendment No. 13 to the Lease, dated July 12, 2022, and approves and shall abide by its terms. Furthermore, Lessee understands that the County reserves the right to decline to grant any further extensions beyond the current Term.

11. **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. To the best knowledge of County (without any independent investigation whatsoever), Lessee has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To the best knowledge of County (without any independent investigation whatsoever), there is no current defense, offset, claim or counterclaim by or in favor of County against the Lessee 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.

12. **Miscellaneous.**

12.1 **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.

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

12.3 **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.

12.4 **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.

12.5 **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.

12.6 **Integration and Merger.** This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by County or Lessee 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.

12.7 **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.

12.8 **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.

12.9 **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.

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

12.11 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. 14 as of the date first set forth above.

CRESCENDO PACIFIC MARINA LLC,
a Delaware limited liability company

By: _____
_____, Its _____

THE COUNTY OF LOS ANGELES

By: _____
HOLLY J. MITCHELL,
Board of Supervisors

ATTEST:

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

By: _____
Deputy

DAWYN HARRISON
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Glaser Weil Fink Jacobs Howard & Shapiro LLP

By: _____

Exhibit A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 132S

Those portions of Parcels 660 to 666 inclusive, 670 to 677 inclusive, 679 to 683 inclusive and 905, 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 Registrar-Recorder of said County, within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 660; thence southerly along the easterly line of said last mentioned parcel a distance of 195.00 feet to the northerly line of said Parcel 677; thence South $77^{\circ}07'44''$ East along said northerly line and the northerly line of said Parcel 679 a distance of 318.79 feet to the most easterly corner of said Parcel 679; thence southwesterly along the southeasterly line of said last mentioned parcel a distance of 73.49 feet to the most westerly corner of Parcel 678, as shown on said map; thence easterly along the southerly line of said last mentioned parcel a distance of 22.05 feet to a line parallel with and 65 feet southeasterly, measured at right angles, from the northwesterly line of said Parcel 679; thence South $60^{\circ}00'00''$ West along said parallel line 1122.95 feet; thence North $25^{\circ}47'07''$ West 632.91 feet to a point in the southerly prolongation of the westerly line of said Parcel 670 distant South along said westerly line and said southerly prolongation 328.00 feet from the northwesterly corner of said last mentioned parcel; thence North along said southerly prolongation and said westerly line 328.00 feet to said northwesterly corner; thence South $77^{\circ}07'44''$ East along the northerly lines of said Parcels 670 to 673 inclusive, a distance of 346.72 feet to the easterly line of the westerly 42.30 feet of said Parcel 666; thence northerly along said last mentioned easterly line to a line parallel with and 59 feet northerly, measured at right angles, from the southerly line of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line 154.57 feet to a point distant North $77^{\circ}07'44''$ West thereon 148.00 feet from the westerly line of the easterly 55.13 feet of said Parcel 663; thence northerly at right angles from said last mentioned parallel line 18.00 feet; thence South $77^{\circ}07'44''$ East along a line parallel with said last mentioned southerly line 148.00 feet to said last mentioned westerly line; thence northerly along said last mentioned westerly line 118.00 feet to the northerly line of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along the northerly lines of said Parcels 663, 662, 661 and 660 a distance of 355.13 feet to the point of beginning.

Together with the use, in common with others, of that portion of that certain 11 foot easement for sanitary sewer and harbor utility purposes, shown on said map to be reserved by the County of Los Angeles for such purposes, which extends from

EXHIBIT A

the easterly line of the westerly 42.30 feet of said Parcel 666, westerly to the westerly line of Parcel 668, as shown on said map.

Reserving and excepting unto the County of Los Angeles rights of way for sanitary sewer, fire access, storm drain, access 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, together with the right to grant same unto others.

DESCRIPTION APPROVED

FEB 3 1981

STEPHEN J. KOONCE

County Engineer

By *Wm. Subutski* Deputy

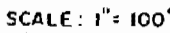


Exhibit B

EXHIBIT B

FORM OF GROUND LEASE ASSIGNMENT

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL THIS
AND ASSUMPTION OF LEASE AND
TAX STATEMENTS TO:

Attn.: _____

(Space Above for Recorder's Use)

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

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "**Assignment**") dated as of _____, 2023 ("**Effective Assignment Date**"), is entered into by and between _____, a _____ ("**Assignor**") and _____, a _____ ("**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 by and between the County of Los Angeles (the "**County**") and LAACO, LTD., a California limited partnership as further described on Exhibit A (collectively, the "**Lease**"), with respect to certain real property located in Marina Del Rey, California and more particularly described on Exhibit B 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 consenting to this Assignment (the "**Consent**"), executed by the County on [____], 202[], 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:

14. This Assignment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. The parties may execute and exchange electronic mail PDF copies of counterparts of the signature pages.

[Signature Pages Follow]

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

ASSIGNOR:

LAACO, LTD.,
a California limited partnership

By: CS Capital Investors, LLC, its general partner

By: _____
Name: _____
Its: _____

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 CALIFORNIA)
COUNTY OF)

On _____ before me, _____, a Notary Public, 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)

[Signatures continue on following page]

ASSIGNEE:

[•],
a [•]

By: _____
Name: _____
Its: _____

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 CALIFORNIA)

COUNTY OF)

On _____ before me, _____, a Notary Public, 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**LEASE DESCRIPTION**

Lease, dated November 2, 1965, by and between the County of Los Angeles, as lessor, and Commodore Club, Inc., a corporation, as lessee, recorded November 23, 1965 as Instrument No. 4232 of the Official Public Records of Los Angeles County, California (the "Official Records"), as evidenced by that certain Notice of Lease recorded November 16, 1965 as Instrument No. 4060 of the Official Records, as assigned pursuant to that certain Assignment of Lease for Parcel No. 38R Marina Del Rey dated October 26, 1965, by and between Commodore Club, Inc., a corporation, as assignor, and California Yacht Club, a California corporation, as assignee, recorded December 1, 1965 as Instrument No. 1821 of the Official Records, as amended by Amendment No. 1 to Lease for Parcel No. 38R Marina Del Rey, dated August 16, 1966, recorded November 09, 1966 as Instrument No. 4228 of the Official Records and as evidenced by that certain Notice of Amendment to Lease recorded September 14, 1966 as Instrument No. 2233 of the Official Records, as amended by Amendment No. 2 to Lease for Parcel 38S Marina Del Rey, dated October 27, 1966, recorded August 11, 1967, as Instrument No. 4060 of the Official Records and as evidenced by that certain Notice of Amendment to Lease recorded November 14, 1966 as Instrument No. 3401 of the Official Records, as amended by Amendment No. 3 to Lease No. 10200 Parcel No. 38S - Marina Del Rey, dated August 8, 1967, recorded August 11, 1967, as Instrument No. 1356 of the Official Records and as evidenced by that certain Notice of Amendment to Lease recorded August 17, 1967 as Instrument No. 3266 of the Official Records, as amended by Assignment of Portion of Lease No. 12450 and Amendment No. 1 to Lease No. 12450 (Parcels 131 and 133 - Marina Del Rey) and Amendment No. 4 to Lease No. 10200 (Parcel 132 - Marina Del Rey), dated December 17, 1968, recorded June 23, 1969 as Instrument No. 1936 of the Official Records and as evidenced by that certain Notice of Amendment to Lease recorded January 20, 1969 as Instrument No. 3215 of the Official Records, as amended by Amendment No. 5 to Lease No. 10200 Parcel No. 132R, Marina Del Rey, dated as of June 29, 1973, as evidenced by that certain Notice of Amendment to Lease, dated June 29, 1973, recorded July 27, 1973 as Instrument No. 4190 of the Official Records, as amended by that certain Amendment No. 6 to Lease for Parcel(s) 132R, Marina Del Rey, dated as of November 22, 1974, as evidenced by that certain Notice of Amendment to Lease, dated November 22, 1974, recorded January 10, 1975 as Instrument No. 3283 of the Official Records, amended by that certain Amendment No. 7 to Lease for No. 10200 Parcel No. 132R - Marina Del Rey, dated as of November 22, 1974, as evidenced by that certain Notice of Amendment to Lease, dated November 22, 1974, recorded January 10, 1975 as Instrument No. 3282 of the Official Records, as amended by Amendment No. 8 to Lease No. 10200 Parcel No. 132R - Marina Del Rey, dated as of October 14, 1977, as evidenced by that certain Notice of Amendment to Lease, dated October 14, 1977, recorded November 03, 1977 as Instrument No. 77-1221713 of the Official Records, as amended by Amendment No. 9 to Lease No. 10200 Parcel 132R, Marina Del Rey Small Craft Harbor, dated as of May 1, 1984, as evidenced by that certain Notice of Amendment to Lease, dated May 1, 1984, recorded April 10, 1986, Instrument No. 86-445585 of the Official Records, as assigned to LAACO, LTD., a California limited partnership, by that certain Assignment of Leasehold Estate and Lessee's Interest in Lease and Real Property, dated as of December 23, 1986, recorded December 31, 1986 as Instrument No. 86-1852711 of the Official Records, as amended by Amendment No. 10 to Lease No. 10200 Parcel No. 132R – Marina Del Rey, dated as of February 28, 1989, as evidenced by that certain Notice of Amendment to Lease, dated February 28, 1989, recorded May 11, 1989, as Instrument No. 89-757617 of the Official Records, as amended by Amendment No. 11 to Lease No. 10200 Parcel 132S – Marina Del Rey Small Craft Harbor, dated as of February 1, 2000, as amended by Amendment No. 12 to Lease No. 10200 Parcel No 132S – Marina Del Rey, dated as of March 30, 2010, and as amended by

Amendment No. 13 to Lease No. 10200 Parcel No. 132S - Marina Del Rey (Lease No. 10200), dated as of June 29, 2022.

**EXHIBIT B
LEGAL DESCRIPTION**

THOSE PORTIONS OF PARCELS 660 TO 666 INCLUSIVE, 670 TO 677 INCLUSIVE, 679 TO 683 INCLUSIVE AND 905, 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 OF THE OFFICIAL PUBLIC RECORDS OF LOS ANGELES COUNTY, CALIFORNIA (THE "OFFICIAL RECORDS"):

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 660; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 195.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 677;

THENCE SOUTH 77° 07' 44" EAST ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF SAID PARCEL 679 A DISTANCE OF 318.79 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 679;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 73.49 FEET TO THE MOST WESTERLY CORNER OF PARCEL 678, AS SHOWN ON SAID MAP;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 22.05 FEET TO A LINE PARALLEL WITH AND 65 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID PARCEL 679;

THENCE SOUTH 60° 00' 00" WEST ALONG SAID PARALLEL LINE 1122.95 FEET;

THENCE NORTH 25° 47' 07" WEST 632.91 FEET TO A POINT IN THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL 670 DISTANT SOUTH ALONG SAID WESTERLY LINE AND SAID SOUTHERLY PROLONGATION 328.00 FEET FROM THE NORTHWESTERLY CORNER OF SAID LAST MENTIONED PARCEL;

THENCE NORTH ALONG SAID SOUTHERLY PROLONGATION AND SAID WESTERLY LINE 328.00 FEET TO SAID NORTHWESTERLY CORNER;

THENCE SOUTH 77° 07' 44" EAST ALONG THE NORTHERLY LINES OF SAID PARCELS 670 TO 673 INCLUSIVE, A DISTANCE OF 346.72 FEET TO THE EASTERLY LINE OF THE WESTERLY 42.30 FEET OF SAID PARCEL 666;

THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE TO A LINE PARALLEL WITH AND 59 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID LAST MENTIONED PARCEL;

THENCE SOUTH 77° 07' 44" EAST ALONG SAID LAST MENTIONED PARALLEL LINE 154.57 FEET TO A POINT DISTANT NORTH 77° 07' 44" WEST THEREON 148.00 FEET FROM THE WESTERLY LINE OF THE EASTERLY 55.13 FEET OF SAID PARCEL 663;

THENCE NORTHERLY AT RIGHT ANGLES FROM SAID LAST MENTIONED PARALLEL LINE 18.00 FEET;

THENCE SOUTH 77° 07' 44" EAST ALONG A LINE PARALLEL WITH SAID LAST MENTIONED SOUTHERLY LINE 148.00 FEET TO SAID LAST MENTIONED WESTERLY LINE;

THENCE NORTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE 118.00 FEET TO THE NORTHERLY LINE OF SAID LAST MENTIONED PARCEL;

THENCE SOUTH 77° 07' 44" EAST ALONG THE NORTHERLY LINES OF SAID PARCELS 663, 662, 661 AND 660 A DISTANCE OF 355.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE USE, IN COMMON WITH OTHERS, OF THAT PORTION OF THAT CERTAIN 11 FOOT EASEMENT FOR SANITARY SEWER AND HARBOR UTILITY PURPOSES, SHOWN ON SAID MAP TO BE RESERVED BY THE COUNTY OF LOS ANGELES FOR SUCH PURPOSES, WHICH EXTENDS FROM THE EASTERLY LINE OF THE WESTERLY 42.30 FEET OF SAID PARCEL 666, WESTERLY TO THE WESTERLY LINE OF PARCEL 668, AS SHOWN ON SAID MAP.

For conveyancing purposes only: APN 8940-370-006, 8940-759-843 & 4224-007-903 (FEE)

GROUND LESSOR CONSENT

The County of Los Angeles ("County") hereby consents to the foregoing assignment (the "Assignment") to [●], a [●] ("Assignee") from LAACO, Ltd., a California limited partnership ("Assignor") of all of Assignor's remaining rights and obligations in and to that certain Lease described on Exhibit A attached hereto and incorporated herein by reference, (collectively, the "Lease") pursuant to the terms and conditions set forth in that certain Assignment and Assumption Agreement to which this consent is attached (the "Assignment Agreement"). In accordance with Section 22 of the Lease, County further acknowledges and agrees that, notwithstanding anything to the contrary contained in the Lease, (a) Assignee shall have all of the rights (including, but not limited to, extension and renewal rights, if any) of lessee under the Lease, as if Assignee were the original named lessee therein, (b) neither the Assignment nor the Assignment Agreement will constitute a breach of the Lease; (c) it waives all rights, if any, County may have to terminate the Lease or recapture the leased premises (as defined in the Lease) as a result of the Assignment; and (d) acknowledges and agrees that, notwithstanding anything in the Lease to the contrary, Assignor shall be released and discharged from all duties, obligations and liability under the Lease that first arise or become due under the Lease from and after the effective date of the Assignment.

COUNTY:

COUNTY OF LOS ANGELES

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM FOR COUNTY:

Name: _____

Title: _____



(424) 526-7777 ♦ 13837 Fiji Way, Marina del Rey, CA 90292 ♦ beaches.lacounty.gov

Caring for Our Coast

♦ ♦ ♦

Gary Jones
Director


Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 25, 2023

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director 

SUBJECT: **ITEM 7b – APRIL SPECIAL NIGHT MEETING, PUBLIC COMMENTS SUMMARY**

Item 7b on your agenda is a report on this summary of public comments that were made at the Small Craft Harbor Commission's Special Night Meeting held on April 20, 2023.

Attachment

GJ:AC: SP

yw



Summary of Public Comments
Department of Beaches and Harbors Special Night Meeting
April 20, 2023

GOAL: ACCESS		
Enhance access to all our beaches and the Marina		
Speaker	Organization	Public Comment/Suggestion
Daniel Ginzburg	FantaSea Yachts	Provided a PPT presentation highlighting the history of his charter company, its fleet, and charter service
Keith Lambert	Marina del Rey Anglers	Provided a PPT presentation on their club's activities and white seabass conservation program
Bennet Samson	Fairwind Yacht Club	Provided a PPT presentation on the organization's activities programs and sailing vessels.
Kurtis Sundblom Nathan Mai	Boys and Girls Club of West Gabriel Valley & Eastside	Provided a PPT presentation on the organization's history, impact on the community, and community partnerships. Highlighter their program's elements such as the anatomy of the Hobie Wave, kayaking, and paddle boarding.
Brendan Huffman	Del Rey Yacht Club	Presented on the club's history and commitment to inclusivity. Highlighted their pride in giving back to the community.
Eduardo Silvestre	California Yacht Club	Presented on the club's mission and values like community and friendly competition, continuous learning, and ocean care.
Captain Alex Bailan	Paradise Bound Yacht Charters	Provided a PPT presented on his charter services and noted his positive experience within the charter community in Marina del Rey.
Damien McCloud	Spin Out Fitness	Introduced the slow moving, human-powered waterbike activity.
Brad Falkenstein	City Cruise	Introduced your charter services and new flagship yacht, The Entertainer.

Dan Ericson	MdR Sportfishing	Presented sportfishing activities, service programs.
GOAL: ORGANIZATIONAL EFFECTIVENESS AND SERVICE EXCELLENCE		
Maintain a productive workforce and operational effectiveness to continue to best serve the public and achieve our mission and vision.		
Speaker	Organization	Public Comment/Suggestion
Jessalyn Waldron	Second District of BOS	Introduced their services in MdR.
Braden Rostad	U.S. Coast Guard	Presented USCG enforcement program, various vessel types, and safety regulations.
Colin Kurcz	Charter Operators of Marina del Rey California Association (COMCA)	Provided a PPT presentation on the organization's purpose and membership types.
Carolene Bookman	The Mariners Outreach Foundation	Presented on the foundation's purpose to help Catalina Island children have more mainland experiences and attain higher education.
Jun Dolor	Pacific Ocean Management	Provided a PPT presentation on Dock 55 Landing's use, requirements for a new application, renewal of the current licensees, Dock 55 booking procedure, landing fee, and basic charter limitations.
GOAL: COASTAL VITALITY AND ENVIRONMENTAL STEWARDSHIP		
Foster an inclusive Marina community and protect and maintain the beaches and Marina for the benefit of recreational users and the region.		
Speaker	Organization	Public Comment/Suggestion
Steve Curran	Marina del Rey Yacht Sales	Provided a PPT presentation regarding the needs of the MdR boating business community for a good boating center.
Jamie Hedlund	Los Angeles Rowing Club	Presented the organization's goals and mentioned their need for additional rack storage space. Suggested possible

		collaboration with DBH staff to bring a community boathouse to the marina.
Lauren Decker	Marina Outrigger Canoe Club	Presented on the club's history and noted the organization is supported by membership fees, sponsorships, and donations. They are passionate about protecting the environment and keeping it clean and safe.
Alex Gruft	MdR Yacht Broker	Introduced their business service.
Commissioners' Suggestions		
Speaker	Organization	Public Comment/Suggestion
Allyn Rifkin	Commissioner	Reported communication was received about additional bicycle access in the marina and requested placing this item on a future agenda. Noted Rowing Club's need for additional rack space.
Nathan Salazar	Chair	Requested another presentation from POM with additional details.



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 25, 2023

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 02, 2023, the Board of Supervisors Found that the use of a sole source agreement with Playa Vista Parks and Landscape Corporation, the only operator of a community shuttle service expressing an interest to partner with the Marina del Rey Shuttle Service, is in the best interest of the County; authorized the Director of Public Works to negotiate and execute an agreement with Playa Vista Parks and Landscape Corporation for the operation of the Marina del Rey Shuttle Service (2), in the annual amount of \$93,000, for a one-year term commencing upon Board approval and execution of the agreement by both parties, with three one-year and six month-to-month extension options, for a maximum potential total contract term of 54 months and, at a potential contract amount of \$418,500; authorize the Director to annually increase the contract amount up to an additional 10% for any additional work and any negotiated rate increases that are within the scope of the agreement, if required, for a potential maximum contract amount of \$460,350; and renew the agreement for each extension option if, in the opinion of the Director, Playa Vista Parks and Landscape Corporation has successfully performed during the previous agreement period and the services are still required, negotiate on any and all matters related to the agreement, including negotiating and executing any change notices, and any amendments which are subject to the stated limitations, and to suspend service, if in the opinion of the Director, it is in the best interest of the County; and find that this service is exempt from the California Environmental Quality Act.

On May 16, 2023, the Board of Supervisors recognized and proclaimed May 20 through 26, 2023, as “Safe Boating Week” in Los Angeles County and encourage all residents who own a boat or plan on taking a boat ride, to utilize the safety and training resources provided by the United States Coast Guard Auxiliary; instructed the Director of Beaches and Harbors to launch a social media campaign to promote Safe Boating Week and the County’s boating and water safety



resources; and instruct the Director, in conjunction with the County's Marina del Rey (MdR) for All Initiative, to promote participation in an online survey of County residents with a focus on reaching underrepresented and underserved communities, on the barriers to access and the needs of the boating community of Marina del Rey at www.mdr4all.org/survey, and report back to the Board in writing on the survey findings as part of the Department's next MdR for All update.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey were on the May 2023 Regional Planning Commission agendas.

CALIFORNIA COASTAL COMMISSION CALENDAR

No items relating to Maria del Rey were on the May and June 2023 California Coastal Commission agendas.

REDEVELOPMENT PROJECT STATUS REPORT

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

DESIGN CONTROL BOARD MINUTES

The January 2023, February 2023, April 2023, May 2023, and June 2023 Design Control Board meetings were canceled the March 2023 minutes are pending.

MARINA DEL REY SLIP REPORT

In February 2023, the overall vacancy rate across all anchorages in Marina del Rey stood at 10.7%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 9.3%. The vacancy data by anchorage and slip length are provided in the document attached.

In March 2023, the overall vacancy rate across all anchorages in Marina del Rey stood at 10.7% (need to update). Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 9.3%. 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.

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.

DOCK 55 CHARTER OPERATIONS UPDATE

As of June 30, 2023, all 22 charter boat operators who currently conduct charter service at Dock 55 signed the new license with the dock manager, Pacific Ocean Management (POM). Prior to signing the contracts, POM communicated with the charter operators regarding the terms of the new contract along with other operational issues, such as reducing the time for advance reservations and vessel queuing. POM has established regular meeting schedule with all Dock 55 charter operators to continue the communication to improve the efficiency of the dock management while ensuring the quality service and safety to all participants.

GJ:LA:SP:yw

**Marina del Rey Redevelopment Projects Report
As of July 12, 2023**

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. The Option for the Amended and Restated Lease was extended for one year, until October 29, 2023, at the October 18, 2022 Board of Supervisors Meeting.</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>

Marina del Rey Slip Vacancy Report

Feb-23	17-25			26-30			31-35			36-40			41-45			46-50			51+							
Marina	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	TOTAL VACANT	TOTAL AVAILABLE	%VAC	TTL OFF-LINE	TTL including OFF-LINE
P1																			1	5	20.0%	1	5	20.0%		
P7	4	8	50.0%	9	80	11.3%	6	44	13.6%	1	42	2.4%		12	0.0%		7	0.0%		21	0.0%	20	214	9.3%		
P8		15	0.0%		48	0.0%	4	82	4.9%		38	0.0%		16	0.0%	2	7	28.6%		1	0.0%	6	207	2.9%		
P10	2	9	22%	34	85	40%	9	44	20%	4	22	18%										49	160	30.6%		
P12							12	30	40.0%	7	53	13.2%	8	58	13.8%	9	44	20.5%	3	31	9.7%	39	216	18.1%		
P13	1				3	0.0%	4	33	12.1%		70	0.0%	4	36	11.1%	3	36	8.3%		8	0.0%	12	186	6.5%		
P15	11	113	9.7%	4	40	10.0%	8	59	13.6%		11	0.0%										23	223	10.3%		
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%	2	21	9.5%		9	0.0%		8	0.0%							2	139	1.4%		
P21	21	121	17.4%	3	51	5.9%					10	0.0%										24	182	13.2%		
P28	4	9	44.4%	30	121	24.8%		54	0.0%		22	0.0%	15	68	22.1%	6	24			1	0.0%	55	299	18.4%		
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	17	90	18.9%	1	24	4.2%	6	34	17.6%													24	148	16.2%		
P43					5	0.0%	4	63	6.3%	7	48	14.6%	18	69	26.1%	5	37	13.5%		36	0.0%	34	258	13.2%		
P44	4	14	28.6%	17	66	25.8%	19	39	48.7%				7	10	70.0%		7	0.0%	1	4	25.0%	48	140	34.3%		
A47	8	96	8.3%	2	77	2.6%	4	28	14.3%	6	28	21.4%	2	10	20.0%		1	0.0%		3		22	243	9.1%		
P53	3	23	13.0%		28	0.0%	6	35	17.1%	1	21	4.8%										10	107	9.3%		
P54					2	0.0%				2	26	7.7%	3	6	50.0%		7	0.0%		14	0.0%	5	55	9.1%		
P111		20	0.0%	1	27	3.7%		2	0.0%		15	0.0%					8	0.0%		39	0.0%	1	111	0.9%		
P112	5	100	5.0%					11	0.0%		24	0.0%								40	0.0%	5	175	2.9%		
P125I	2	24	8.3%	7	48	14.6%	4	93	4.3%	4	50	8.0%	2	27	7.4%	3	17	17.6%	2	18	11.1%	24	277	8.7%		
P132	3	29	10.3%		3	0.0%	8	68	11.8%	9	58	15.5%	2	45	4.4%	2	39	5.1%	1	20	5.0%	25	262	9.5%		
Total	95	919	10.3%	121	905	13.4%	106	832	12.7%	41	619	6.6%	62	417	14.9%	30	304	9.9%	8	330	2.4%	463	4326	10.7%	0	4326

Summation

Vacancy in 17'-25'	10.3%
Vacancy in 26'-30'	13.4%
Vacancy in 31'-35'	12.7%
Vacancy in 36'-40'	6.6%
Vacancy in 41'-45'	14.9%
Vacancy in 46' to 50'	9.9%
Vacancy in 51' and over	2.4%

Overall Vacancy	10.7%
Vacancy w/o DOUBLES, OUT OF SERVICE slips	9.3%

Feb-23	Under Construction	Net Available	TOTAL Mdr	% of TOTAL	CDP MIN THRESHOLD
--------	--------------------	---------------	-----------	------------	-------------------

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

Mar-23	17-25			26-30			31-35			36-40			41-45			46-50			51+							
Marina	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	TOTAL VACANT	TOTAL AVAILABLE	%VAC	TTL OFF-LINE	TTL including OFF-LINE
P1																			1	5	20.0%	1	5	20.0%		
P7	4	8	50.0%	9	80	11.3%	6	44	13.6%	1	42	2.4%		12	0.0%		7	0.0%		21	0.0%	20	214	9.3%		
P8		15	0.0%		48	0.0%	4	82	4.9%		38	0.0%		16	0.0%	2	7	28.6%		1	0.0%	6	207	2.9%		
P10	2	9	22%	31	85	36%	9	44	20%	4	22	18%										46	160	28.8%		
P12							12	30	40.0%	7	53	13.2%	8	58	13.8%	9	44	20.5%	3	31	9.7%	39	216	18.1%		
P13	1				3	0.0%	4	33	12.1%		70	0.0%	4	36	11.1%	3	36	8.3%		8	0.0%	12	186	6.5%		
P15	11	113	9.7%	4	40	10.0%	8	59	13.6%		11	0.0%										23	223	10.3%		
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%	2	21	9.5%		9	0.0%		8	0.0%							2	139	1.4%		
P21	21	121	17.4%	3	51	5.9%					10	0.0%										24	182	13.2%		
P28	4	9	44.4%	30	121	24.8%		54	0.0%		22	0.0%	15	68	22.1%	6	24			1	0.0%	55	299	18.4%		
P30	2	8	25.0%	9	70	12.9%	10	51	19.6%		33	0.0%	1	26	3.8%		52	0.0%		55	0.0%	22	295	7.5%		
P41	18	90	20.0%	1	24	4.2%	6	34	17.6%													25	148	16.9%		
P43					5	0.0%	4	63	6.3%	7	48	14.6%	18	69	26.1%	5	37	13.5%		36	0.0%	34	258	13.2%		
P44	4	14	28.6%	18	66	27.3%	19	39	48.7%				5	10	50.0%		7	0.0%	1	4	25.0%	47	140	33.6%		
A47	8	96	8.3%	2	77	2.6%	4	28	14.3%	6	28	21.4%	2	10	20.0%		1	0.0%		3		22	243	9.1%		
P53	3	23	13.0%		28	0.0%	6	35	17.1%	1	21	4.8%										10	107	9.3%		
P54					2	0.0%				2	26	7.7%	3	6	50.0%		7	0.0%		14	0.0%	5	55	9.1%		
P111		20	0.0%	1	27	3.7%		2	0.0%		15	0.0%					8	0.0%		39	0.0%	1	111	0.9%		
P112	5	100	5.0%					11	0.0%		24	0.0%								40	0.0%	5	175	2.9%		
P125I	2	24	8.3%	7	48	14.6%	4	93	4.3%	4	50	8.0%	2	27	7.4%	3	17	17.6%	2	18	11.1%	24	277	8.7%		
P132	3	29	10.3%		3	0.0%	8	68	11.8%	9	58	15.5%	2	45	4.4%	2	39	5.1%	1	20	5.0%	25	262	9.5%		
Total	97	919	10.6%	119	905	13.1%	106	832	12.7%	41	619	6.6%	60	417	14.4%	30	304	9.9%	8	330	2.4%	461	4326	10.7%	0	4326

Summation

Vacancy in 17'-25'	10.6%
Vacancy in 26'-30'	13.1%
Vacancy in 31'-35'	12.7%
Vacancy in 36'-40'	6.6%
Vacancy in 41'-45'	14.4%
Vacancy in 46' to 50'	9.9%
Vacancy in 51' and over	2.4%

Overall Vacancy	10.7%
Vacancy w/o DOUBLES, OUT OF SERVICE slips	9.3%

Mar-23	Under Construction	Net Available	TOTAL Mdr	% of TOTAL	CDP MIN THRESHOLD
--------	--------------------	---------------	-----------	------------	-------------------

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%