

Caring for Our Coast

Gary Jones

Amy M. Caves Chief Deputy Director

> Carol Baker Deputy Director

LaTayvius R. Alberty Deputy Director

AGENDA FOR THE REGULAR MEETING OF THE SMALL CRAFT HARBOR COMMISSION Wednesday, September 13, 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 (Webinar 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 Tuesday, September 12, 2023, will be transcribed and provided to the Small Craft Harbor Commission. Verbal public comments submitted after 5 p.m. on Tuesday, September 12, 2023, will not be provided to the Small Craft Harbor Commission but will be transcribed and added to the public record.

Audio

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

2. **APPROVAL OF MINUTES**

Small Craft Harbor Commission Meeting of July 25, 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. (1) 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)

Marina del Rey Maintenance Report

(VERBAL REPORT)

6. OLD BUSINESS

None

7. **NEW BUSINESS**

a. Marina del Rey License Agreement for the Farmers' Market

(ENDORSEMENT)

8. (1) 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

9. **ADJOURNMENT**

PLEASE NOTE

- 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.
- 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

 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 interpreter esta informacion llame al (424) 526-7777.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (424) 526-7752 (Voice) or (TTY/TDD) users, please call the California Relay Service at 711. The ADA Coordinator may be reached by email at rstassi@bh.lacounty.gov

SMALL CRAFT HARBOR COMMISSION MINUTES SPECIAL MEETING July 25, 2023

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

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

County Counsel: Sevanna Hartonians (participated remotely), Parjack Ghaderi (participated remotely)

Item 1 - Call to Order and Pledge of Allegiance

Chair Salazar called the meeting to order at 10:00 am, followed by a roll call for commissioners' attendance in person and motion to approve Commissioner Rifkin to participate remotely, followed by the Land Acknowledgement Statement and the Pledge of Allegiance. Ivy Bordenave-Priestly read the hybrid meeting procedures.

Item 2 - Approval of Minutes

Motion to approve April 20, 2023, and May 10, 2023, Meeting Minutes by Vice Chair Gorman, seconded by Mr. Kozacik.

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

Item 3 – Communication from the Public

Denise George spoke of the need to mark the north entrance to the channel for safety.

Item 4 - Communication with the Commissioners

Mr. Rifkin and Mr. Gorman disclosed communication from COMCA.

Mr. Kozacik disclosed communication from COMCA, boat charters, and Lessees regarding Marina del Rey Affordable Housing Policy Updates.

Chair Salazar disclosed communication from COMCA.

Item 5a - Marina Sheriff

Sheriff submitted the report on file without oral presentation.

Item 5b - MdR and Beach Special Events

Catrina Love reported on the Fire Works Show on July 4th, Summer Concerts, MdR for All, and the return of Marina Movie Night.

Vice Chair Gorman praised the concerts and encouraged everyone to attend.

Item 5c – Marina Boating Section Report

Michael Blenk reported that Anchorage 47 has four 34-feet, three 30-feet, four 28-feet, nine 24-feet, five 27-feet, and six 22-feet vacant slips available. Parcel 77 powerboat storage is full, and Mast-Up storage has 39 spaces available.

Item 5d – Marina del Rey Maintenance Report

Jose Bedolla reported on the U.S. Army Corps of Engineers' maintenance dredging efforts and mentioned that DBH will deliver a dredging presentation at a future commission meeting.

Item 7a – Parcel 132 (California Yacht Club) Lease Assignment and Lease Amendment No. 14

Arnulfo Delgado presented this item.

Vice Chair Gorman asked the assignee to address the commissioners.

Colin Shepard and Jeffrey Weiss introduced themselves.

Vice Chair Gorman expressed his disappointment with the previous lessee and their refusal to open the promenade as required by their lease. He asked if the proposed assignee is prepared to open the promenade.

Mr. Shepard replied that they are fully committed to opening the promenade.

Vice Chair Gorman requested that they provide a timeline, plans, and regular updates regarding the promenade within 90 days.

Steve Penn advised that there is a timeline as part of the lease amendment and staff would return to provide a status of the project at the Commission's request.

Mr. Montgomery inquired as to why there was no extension or participation fee.

Amy Caves replied that the 1965 lease does not provide for these fees.

Motion to endorse this item and for staff to provide the plan and timeline for the updates regarding the progress of opening up the promenade for public access by Vice Chair Gorman, seconded by Mr. Kozacik.

Ayes: 5, Chair Salazar, Vice Chair Gorman, Mr. Kozacik, Mr. Rifkin, and Mr. Montgomery

Item 7b – April Special Night Meeting Public Comments SummarySteve Penn presented the staff report.

Item 8 – Staff Reports

Steve Penn presented the staff report.

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Lori Klaidman objected to the increased landing fee due to the hardship it will cause her charter business.

Pam Gore spoke of the landing fee and how it is unreasonable for the Dock 55 charter operators.

Gustavo Santi spoke about his financial hardship due to the increase in the landing fee.

Captain John spoke of Pacific Ocean Management's conflict of interest with managing Dock 55 and Fisherman's Village docks.

Mr. Montgomery requested the Sheriff attend the next meeting to explain the liveaboard report.

Mr. Penn replied affirmatively.

Chair Salazar addressed the landing fee issue and requested a water safety video.

Mr. Penn encouraged the public to continue to voice their concerns, suggestions, and comments at the Small Craft Harbor Commission meetings.

Adjournment

Chair Salazar adjourned the meeting at 11:01 am.

SMALL CRAFT HARBOR COMMISSION MINUTES August 29, 2023

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

Department of Beaches and Harbors (DBH): Amy Caves, Chief Deputy Director; LaTayvius Alberty, Deputy Director; 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 a.m., followed by the Land Acknowledgement Statement and the Pledge of Allegiance. Ivy Bordenave-Priestly read the hybrid meeting procedures.

Item 2 – Approval of Minutes

Motion to approve April 20, 2023, and May 10, 2023 Meeting minutes by Vice Chair Gorman, seconded by Mr. Montgomery.

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

Item 3 – Communication from the Public

There was no communication from the public.

Item 4 - Communication with the Commissioners

The commissioners disclosed communication from the Marina del Rey Lessees' Association, and, Pacific Ocean Management.

Item 5a - Marina Sheriff

Sergeant Ron Knolls presented the Sheriff's report.

Mr. Montgomery asked for an explanation of the liveaboard permit expiration process and the citation process.

Sergeant Knolls explained that once identified as a liveaboard, they go through the process with the dock master and through yearly inspections. He further explained that once the inspection is passed some drop-off, move, or sell their boat, but, remain registered in the sheriff's system until their status was identified and removed. Individuals identified as "sneakaboards" are issued notices, and dock master contacts them via email, phone, and deputies contact them to get registered. Citations are issued as a last resort.

Item 5b - MdR and Beach Special Events

Catrina Love reported on the summer concerts, sound relaxation with meditation, sunset yoga, and water bus service which ends Labor Day weekend.

Item 5c – Marina Boating Section Report

SCHC Minutes August 29, 2023 Page 2 of 4

Michael Blenk reported that Anchorage 47 has one 42-feet, five 38-feet, three 34-feet, one 30-feet, one 28-feet, seven 24-feet, six 27-feet, and five 22-feet vacant slips available. Parcel 77 powerboat storage is full, and Mast-Up storage has 36 spaces available. He announced that dinghy storage for kayaks or paddleboards is now available at parcel 77.

Item 5d - Marina del Rey Maintenance Report

Jose Bedolla reported on the breakwater light project and Dock No. 2 at the public boat launch ramp.

Mr. Montgomery inquired about the condition of the trash interceptor at Ballona Creek.

Jose Bedolla replied that DPW could provide the information; however, during the storm, it worked well and the trash level was minimal.

Item 6a

None

Item 7a – New Business – Marina del Rey Affordable Housing Policy Update Porsche Nauls presented the report.

Pam Gore agreed with more affordable housing but expressed concern about the potential traffic problem on Parcel 147.

David Levine, Marina del Rey Lessees Association, spoke of their concerns about the latest draft and requested to move the endorsement to a later date to meet with the County staff to discuss issues.

Eric Grossman, Equity Residential, agreed with more affordable housing but requested a postponement on the item until further review.

Patricia Younis spoke of Marina del Rey's real estate and economic structures and noted that Marina del Rey is very different than any of the other Los Angeles County areas. Marina del Rey is a compilation of ground leases many of which were highly and very expensively negotiated over many years. The county has a moral, legal, and ethical responsibility to live upto its lease terms it negotiated with its lessees. Lastly, she urged the County to honor the lease agreements in place.

Debra Fixen, Marina del Rey Lessee Association, agreed with the 30 percent goal and urged the County to look at existing leases, consider the way they were written, and consider the financial ramifications of changing those agreements. She also requested a continuation of this item until further analysis can be given.

Kevin McKee, Marina Harbor Apartments, supported additional affordable housing and expressed concern about the updated policy received only the night before. He asked for additional time to work with all stakeholders involved to develop a plan that considers all stakeholders.

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Tim Riley, Marina del Rey Lessees Association, supported the 30 percent affordable housing goal but needs more time to work with the County through additional dialogue.

Vice Chair Gorman expressed disappointment in the comments made by the public speakers and noted that this item was an emergency. He clarified that the County cannot change the existing lease that has been agreed to.

Mr. Montgomery requested clarification on the goal of 30 percent. Is it up to or is it a minimum of 30 percent?

Porsche replied that the goal is to achieve 30 percent in the Marina-wide.

Amy Caves explained that the goal is 30 percent Marina-wide; however, on a project to which this policy applies, it will be 30 percent. If a lessee is not seeking any discretionary amendment such as a major extension, then this policy will not apply to that lease. If a new project or substantial rehab project occurs that reopens the lease for renegotiations it will require 30 percent affordable units for that project.

Mr. Montgomery inquired if replacement housing obligations include the extremely low income.

Porsche replied affirmatively and explained that a replacement lower-income unit must be replaced with a likekind unit.

Mr. Montgomery also expressed concern regarding the one-day, short review time.

Amy Caves explained that DBH staff met with housing advocacy groups and the Marina del Rey Lessees Association. In those meetings, they discussed major revisions to the policy in clarification of the issues brought up by the lessees. She further explained that although they had a limited time to review the updated policy, there were a handful of clarification revisions and nothing of substance.

Maral Tashjian explained that the changes were minor and redline copies were provided to the lessees so they could see where the changes occurred.

Mr. Kozacik supports the 30 percent goal and expressed concern about the limited time for the review of the policy.

Chair Salazar also mentioned the shortness of one day for a review of the policy.

Amy Caves clarified that the policy was made available a couple of weeks ago.

Vice Chair Gorman stated that he did receive the policy weeks ago and did not note any major changes.

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Chair Salazar noted the importance of moving forward with this policy due to the homelessness issue in Los Angeles. He noted that DBH assured that all the groups involved will participate in the policy implementation guidelines.

Motion to approve the Marina del Rey Affordable Housing Policy Update by Mr. Montgomery, seconded by Vice Chair Gorman

Ayes: 3, Chair Salazar, Vice Chair Gorman, and Mr. Montgomery

Abstain:1, Mr. Kozacik

Item 8 – Staff Reports

Ivy Bordenave-Priestley presented the staff report.

Adjournment

Chair Salazar adjourned the meeting at 11:15 am.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MARINA DEL REY STATION PART I CRIMES AUGUST 2023



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	West	East	Lost	Marina	Upper	County	Lower	Windsor	View		
	Marina	Marina	R.D.	Water	Ladera	Area	Ladera	Hills	Park	Parks	TOTALS
	2760	2761	2762	2763	2764	2765	2766	2767	2768	2791	
Homicide											
Rape	2										2
Robbery: Weapon								1			1
Robbery: Strong-Arm		1					1	1			3
Aggravated Assault	1	1									2
Burglary: Residence	1				1	1	2	2	2		9
Burglary: Other Structure	2	2									4
Grand Theft	6	2		1	5	1	21	3	4		43
Grand Theft Auto		2			1		4	2	4		13
Arson											0
Boat Theft											0
Vehicle Burglary					2	3	1	2	3	1	12
Boat Burglary		1									1
Petty Theft	3	1			1	2	2	1	2		12
REPORTING											
DISTRICTS TOTALS	15	10	0	1	10	7	31	12	15	1	102

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

Source- LARCIS, **Date Prepared September 2, 2023** CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MARINA DEL REY STATION

PART I CRIMES - AUGUST 2023





Community	Upper	Lower
Advisory	Ladera	Ladera
Committee	2764	2766
Homicide		
Rape		
Robbery: Weapon		
Robbery: Strong-Arm		1
Aggravated Assault		
Burglary: Residence	1	2
Burglary: Other Structure		
Grand Theft	5	21
Grand Theft Auto	1	4
Arson		
Boat Theft		
Vehicle Burglary	2	1
Boat Burglary		
Petty Theft	1	2
Total	10	31

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

Source- LARCIS, **Date Prepared September 2, 2023** CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES- AUGUST 2023





	MARINA AREA	EAST END
	(RD'S 2760-	(RD'S 2764-
Part I Crimes	2763)	2768)
Homicide		
Rape	2	
Robbery: Weapon		1
Robbery: Strong-Arm	1	2
Aggravated Assault	2	
Burglary: Residence	1	8
Burglary: Other Structure	4	
Grand Theft	9	34
Grand Theft Auto	2	11
Arson		
Boat Theft		
Vehicle Burglary		11
Boat Burglary	1	
Petty Theft	4	8
Total	26	75

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

Source- LARCIS, **Date Prepared – September 2, 2023** CRIME INFORMATION REPORT - OPTION 5A



Caring for Our Coast

Gary Jones

Amy M. Caves Chief Deputy Director

> Carol Baker Deputy Director

LaTayvius R. Alberty
Deputy Director

September 13, 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,

Marina Special Events September 13, 2023 Page 2 of 6

water, and sunscreen. Please pre-register for each class by emailing chacepark@bh.lacounty.gov

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

SUNSET YOGA BY THE MARINA

Burton Chace Park ◆ 13650 Mindanao Way ◆ Marina del Rey Fridays through October 13, 2023 6:00 p.m. – 7:00 p.m.

Join the Department and instructor Aimee for an evening yoga session at the north pergola in Burton Chace Park. 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, water, and sunscreen. Please pre-register for each class by emailing chacepak@bh.lacounty.gov

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

BURTON CHACE PARK WALKING CLUB

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

Looking for a new way to exercise? Join the Department's weekly walking group to increase your heart rate and daily step count while taking in beautiful views of the Marina del Rey harbor. Registration is required by emailing chacepark@bh.lacounty.gov

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

DRAWING & PAINTING CLASS

Burton Chace Park ◆ 13650 Mindanao Way ◆ Marina del Rey Wednesdays 5:00 p.m. – 6:30 p.m.

The Department offers a free drawing and watercolor art class for beginners (ages 14 years and older). Classes are limited to 15 people and supplies are provided. Preregistration is required for each class by emailing chacepark@bh.lacounty.gov

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

SOUND RELAXATION WITH MEDITATION

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey Wednesdays through October 11, 2023 6:00 p.m. – 7:30 p.m.

Join the Department and instructor Jaspal for relaxation and meditation to sound at the north pergola in Burton Chace Park. Classes are offered to all for \$15 per class and are limited to 15 people. Children should be able to follow along or sit quietly with a parent or guardian. Students must bring their own mats, water, and light blanket. Pre-registration is required for each class by emailing chacepark@bh.lacounty.gov

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

BURTON CHACE PARK ZUMBA CLASS

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey

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 to get cardio-fit while moving to the rhythms of Latin-inspired dance and music! Each class is limited to 15 people. Pre-registration is required for each class by emailing chacepark@bh.lacounty.gov

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

BEACH EATS - GOURMET FOOD TRUCK EVENT

Lot #11 ♦ 14101 Panay Way ♦ Marina del Rey Thursdays, through October 26, 2023 5:00 p.m. – 9:00 p.m.

Grab a bite at Beach Eats, the Department's gourmet food truck event in Marina del Rey that offers a variety of delectable savory foods and desserts. Food trucks rotate each week along with the assortment of menu options, including burgers, hot dogs, tacos, lobster rolls, and more. Paid parking is available for 50 cents for every 15 minutes.

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

MARINA DEL REY WATERBUS

Dance MDR Fridays through September 29, 2023

Marina Special Events September 13, 2023 Page 4 of 6

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:

Dance MDR Fridays 5:00 p.m. – 11:00 p.m.

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

DANCE MDR

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

September 1 – 29, 2023

7:00 – 10:00 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 styles at this free event.

September 8 Samba
September 15 Hip-Hop
September 22 Line Dancing
September 29 Bachata

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

MARINA DEL REY FARMERS' MARKET

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

Each Saturday, the Department and Southland Farmers' Market Association present the Marina del Rey Farmers' Market, offering fresh, locally grown fruits and veggies (organic and conventional). Also, enjoy delicious prepared and prepackaged foods, and shop for artisanal crafts from local small vendors. Paid parking is available for 50 cents for every 15 minutes.

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

Marina Special Events September 13, 2023 Page 5 of 6

BEACH SHUTTLE

Through September 24, 2023
Saturdays from 10:00 a.m. – 10:00 p.m.
Sundays 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. The Beach Shuttle operates on weekends and select holidays during the spring and summer months.

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

FREE MARINA MOVIE NIGHTS

Burton Chace Park ◆ 13650 Mindanao Way ◆ Marina del Rey Saturdays, through September 30, 2023

Movie start time: 8:00 p.m.

The Department presents Free 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 our outdoor movie screening under the stars.

Movie Lineup:

September 9 Love & Basketball (2000)

September 16 Indiana Jones: Raiders of the Lost Ark (1981)

September 23 Top Gun: Maverick (2022)

September 30 Creature from the Black Lagoon (1954)

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

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

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

<u>September 9</u>
JLB Band (Rock & Roll in Español)

September 10 Crown City Bombers (Rockabilly) Marina Special Events September 13, 2023 Page 6 of 6

> September 16 Friends Band (R & B)

September 17
Harbor Groove (R & B and Cumbia)

September 23 Idellix Band (Top 40)

September 24
Reaction Band (R & B)

September 30 Total Recall (80's Cover Band)

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

MARINA DRUM CIRCLE

Burton Chace Park ◆ 13640 Mindanao Way ◆ Marina del Rey Sundays through October 15, 2023 Sessions: 11:30 a.m. and 1:30 p.m.

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 60-minute sessions that are available for enthusiasts of all ages and skill levels.

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

GJ:CML:da



Caring for Our Coast

Gary Jones

Amy M. Caves
Chief Deputy Director

Carol Baker Deputy Director

LaTayvius R. Alberty Deputy Director

September 13, 2023

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: ITEM 7A - PROPOSED LICENSE AGREEMENT TO SOUTHLAND

FARMERS' MARKET ASSOCIATION FOR MARINA DEL REY

FARMERS' MARKET

Item 7A on your agenda is a presentation by Department staff regarding the proposed license agreement for Southland Farmers' Market Association (SFMA), a 501(c)(6) non-profit organization, to continue operating the weekly Marina del Rey (MdR) certified farmers' market, that takes place every Saturday from 9 a.m. to 2 p.m. on MdR Parcel GR (Lot #11), located at 14101 Panay Way, Marina del Rey, CA 90292.

The proposed license agreement will further the County's Strategic Plan Goal II to Foster Vibrant and Resilient Communities (Strategy II.2.4) by supporting farmers and small business vendors, as well as the wellbeing of Los Angeles County residents by increasing access to fresh and healthy produce. The proposed license agreement will also maximize the use of a County asset by using Lot #11 to secure additional revenue and support economic development in Marina del Rey, which promotes Strategic Plan Goal III to Realize Tomorrow's Government Today (Strategy III.3.2).

The attached Board letter provides details relating to the proposed license agreement. Your Commission's endorsement of the recommendation that the Board authorize the Director to execute a license agreement with SFMA is requested.

GJ:AC:cml

Attachments (2)





Caring for Our Coast

Gary Jones

Amy M. Caves Chief Deputy Director

> Carol Baker Deputy Director

LaTayvius R. Alberty Deputy Director

October 3, 2023

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

Dear Supervisors:

DELEGATE AUTHORITY TO THE DIRECTOR TO EXECUTE
LICENSE AGREEMENT TO SOUTHLAND FARMERS' MARKET ASSOCIATION
FOR MARINA DEL REY FARMERS' MARKET
(SUPERVISORIAL DISTRICT 2) (3 VOTES)

SUBJECT

This action is to request delegated authority for the Director of the Department of Beaches and Harbors to execute a license agreement with Southland Farmers' Market Association to operate a Certified Farmers' Market in public Parking Lot #11 in Marina del Rey.

IT IS RECOMMENDED THAT THE BOARD:

- Find the proposed approval of the License Agreement categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the agreement.
- Authorize the Director of Beaches and Harbors, or designee, to execute a License Agreement with the Southland Farmers' Market Association (Attachment I) for the use of a portion of Parking Lot #11 to operate a Certified Farmers' Market, the "Marina del Rey Farmers' Market," for an initial term of three years with two oneyear renewal options.
- 3. Authorize the Director of Beaches and Harbors, or designee to execute any other documentation approved as to form by County Counsel necessary to effectuate the License Agreement, and, if necessary, to amend, exercise renewal options, or terminate the License Agreement.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2013, the Department of Beaches and Harbors (Department) solicited proposals from experienced farmers' market operators to implement, operate and promote a one-year pilot program for a year-round, weekly Certified Farmers' Market in the unincorporated area of Marina del Rey, beginning in spring 2013. Out of the five operators who responded to the request for proposals, the Department chose Southland Farmers' Market Association (SFMA) for the pilot project due to its extensive roster of vendors, years of experience in successfully establishing large farmers' markets, and high proposal rating. SFMA is a 501(c)(6) non-profit organization that was founded in 1983 with the goals of supporting farmers, establishing new markets, and promoting and assisting existing markets. SMFA currently represents 8 farmers' markets and more than 400 growers in Southern California.

The Department issued SFMA a Special Event Permit to operate the market, which is formally known as the "Marina del Rey Farmers' Market." As a result of SFMA's outstanding management, the permit has been extended several times over the past ten years. During this timeframe, the market has flourished to become a leading and diverse marketplace with over 80 vendors who sell locally grown produce (conventional and organic), prepared and packaged foods, and artisanal goods to the residents of Marina del Rey and the surrounding areas. Currently, the market operates every Saturday from 9 a.m. to 2 p.m. in a portion of public Parking Lot #11, located at 14101 Panay Way, Marina del Rey, CA 90292 (see attached Exhibit A).

The Department desires to continue the partnership with SFMA for its operation and management of the market. However, the Department had reached the end of the Director's delegated authority to further extend the permit. Therefore, in May 2023 the Department requested Board approval to issue an interim Special Event Permit to SFMA for a period of up to five months to allow time for a long-term license agreement to be negotiated and finalized. The Department is recommending the Board approve the attached new License Agreement, which will ensure the market continues to operate and provide farm-fresh, conventional, and organic fruits and vegetables, as well as locally curated arts and crafts to the coastal community of Marina del Rey with about 10,000 residents and over two million annual visitors.

Implementation of Strategic Plan Goals

The proposed License Agreement will further the County's Strategic Plan Goal II to Foster Vibrant and Resilient Communities (Strategy II.2.4) by supporting farmers and small business vendors, as well as the wellbeing of Los Angeles County residents by increasing access to fresh and healthy produce. The recommended action will also maximize the use of a County asset by using public Parking Lot #11 to secure an additional revenue stream and support economic development in Marina del Rey, which promotes Strategic Plan Goal III to Realize Tomorrow's Government Today (Strategy III.3.2).

FISCAL IMPACT/FINANCING

During the initial three-year term of the License Agreement, SFMA will provide the County an estimated \$92,361 in annual revenue, based on 24% of gross receipts from tiered booth fees paid to SFMA each week by vendors for space at the market. Prior to the end of the third agreement year, the agreement terms will be reevaluated by the Department. If the Director extends the License Agreement beyond its initial term for the two one-year option periods, the County will receive continued revenue from SFMA's gross receipts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parking lot #11, also known as Parcel GR, is located on the corner of Panay Way and Via Marina near Marina "Mother's" Beach. The 104,047 square foot lot, which contains 263 spaces, is open to the public 24 hours a day for short-term motor vehicle parking.

The Board is authorized by the provisions of Government Code section 25907 to lease the subject property to any person, firm, or corporation for concessions and services consistent with recreational purpose, or purposes beneficial to the agricultural industry. The proposed License Agreement, negotiated by the Department, is consistent with this authority.

Material terms include standard indemnification and insurance provisions.

County Counsel has reviewed the License Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

Approval of the License Agreement is categorically exempt from the provisions of CEQA per Section 15304 (e) of the guidelines and pursuant to Class 4 of the County's Environmental Document Reporting Procedures and Guidelines. The License Agreement involves minor or temporary alterations to land that have negligible or no permanent effect on the environment.

<u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

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

CONCLUSION

Upon Board approval, authorize the Executive Office of the Board to return one stamped copy of the approved Board letter to the Department. Should you have any questions, please contact Catrina M. Love, Division Chief, Community and Marketing Services at (424) 526-7871 or clove@bh.lacounty.gov.

The Honorable Board of Supervisors October 3, 2023 Page 4

Respectfully submitted,

GARY JONES Director

Enclosures

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

GJ:AC:cml

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License ("License") October, 2023, ("Effective Date").	is made and entered into this day of
BY AND BETWEEN AND	COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County")
	SOUTHLAND FARMERS' MARKET ASSOCIATION, hereafter referred to as "Licensee"

RECITALS

WHEREAS, County owns certain real property more commonly known as Parking Lot #11, located at 14101 Panay Way, Marina del Rey, California 90292 ("Property") and is authorized to license use of the Property pursuant to Government Code 25907;

WHEREAS, Licensee desires to use a portion of the Property for the purposes of conducting a Certified Farmer's Market ("Market);

WHEREAS, County wishes to grant a non-exclusive license to Licensee upon the following terms and conditions;

WHEREAS, the Board of Supervisors authorized the Los Angeles County Department of Beaches and Harbors ("Department") to enter into this License on _____, 2023;

WHEREAS, the Licensee is authorized under the laws of the State of California to engage in the business of operating a farmers' market and possesses the competence, expertise and personnel necessary to do so;

Now therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, and incorporating the recitals set forth above, the parties agree as follows:

1. LICENSE AREA

1.1 County hereby provides a non-exclusive License and Licensee hereby agrees to the terms and conditions set forth, for use of the License Area (defined below) for purposes and during the specific hours described in Sections 1.2 thru 1.7 of the portion of the Property as depicted on Exhibit "A" attached hereto by this reference (the "License Area"). Except as otherwise specified, the License Area includes only the area in which the Market will be located. Licensee shall have the

use of the License Area each and every Saturday for the entire term of this License. County reserves the right to modify the License Area and configuration of the Market layout as necessary. County shall have the option to change the hours and day(s) that Licensee is permitted to use the License Area, as necessary.

- 1.2 Licensee is to provide a turnkey operation of a year-round Certified Farmers' Market as defined in the California Health and Safety Code, including sections 114370 and 114371, and as certified and regulated by the State of California.
- 1.3 Licensee shall not permit any market activities outside the License Area without the prior written approval of the Department. The License Area shall be used only by the Licensee for the purpose of conducting the sale of produce, flowers, arts and crafts, preserved, packaged and prepared food, and such other purposes as are related thereto.
- 1.4 Licensee shall make no alterations or improvements to the License Area.
- 1.5 Licensee acknowledges personal inspection of the License Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License.
- 1.6 Licensee accepts the License Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.
- 1.7 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the License Area and covenants and agrees never to assail, contest or resist said title.

2. TERM AND EXTENSION OF RIGHTS

- 2.1 The term of the License shall be for an initial period of three (3) years, commencing on the Effective Date and shall terminate on _____ ("Termination Date").
- 2.2 County has the option to extend Licensee's Term for two additional terms of one (1) year each term, provided that:
- a. For the first extension period, Licensee must inform the Director in writing of the Licensee's request to exercise the option to extend the License at least 180 days before the Termination Date; and
 - 1. Licensee is not then in default or out of compliance with any of the terms of the License; and

- 2. The parties mutually agree on any needed amendments to the License.
- b. For the second extension period, Licensee must inform the Director in writing of the Licensee's request to exercise the option to extend the License at least 180 days before the expiration of the first option year term; and
 - 1. Licensee is not then in default or out of compliance with any of the terms of the License; and
 - 2. The parties mutually agree on any needed amendments to the License.
- 2.3 If Licensee fails to exercise the first option nor do they receive approval of their first option to renew from the County, the second option shall be void and of no further effect.
- 2.4 The License may be terminated by either party upon a sixty (60) days written notice. Should the License be terminated, all obligations, duties, payments, and rights shall cease as of the date of termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the County in the event of an emergency or unsafe condition.

3. PAYMENT

- 3.1 Licensee shall pay County 24% of gross revenues of the Market, calculated weekly, based on the following fee structure:
- a. "Producers" and "Growers" are defined as vendors who sell agriculture products, such as fruits, vegetables, and cut flowers and pay Licensee a weekly flat booth rate of \$50;
- b. "Craft Vendors" are defined as vendors who sell artisan products, such as art, jewelry, clothing, and other goods and pay Licensee a weekly booth rate of \$60 or 12% weekly of sales, whichever is greater; and
- c. "Food Vendors" are defined as vendors who sell preserved, prepared and packaged foods, as well as other food-related products (i.e., cooking oils, spices, preservatives, and other products prepared for human consumption) and pay Licensee a weekly booth rate of \$80 or 12% of weekly sales, whichever is greater.

Licensee shall also pay 24% of gross revenues, calculated weekly, from any other miscellaneous income, such as sales from reusable shopping totes. In addition, reduced booth fees may be charged to vendors with limited sales, or higher booth fees to vendors who inaccurately report their sales, based on the results of Licensee-conducted audits.

3.2 Licensee must provide County with an electronic copy of each Market report, as depicted in Exhibit "A-2", using Microsoft Excel (or other program agreed upon between Licensee and County) to detail all participating vendors, gross sales, booth fees, and miscellaneous revenue. Licensee's Microsoft Excel file must include formulas with exact revenues, as opposed to rounded figures, and a comments column to provide notes that better inform the County of vendor sales and collected fees. The Market report shall be received within 10 days of the Market date. Gross receipt payments shall be received within 15 days of receipt of invoice and payable to the Department of Beaches and Harbors and mailed or otherwise delivered to the County of Los Angeles, Department of Beaches and Harbors, 4640 Admiralty Way, Marina del Rey, CA 90292, Attention: Fiscal Unit. A copy of the invoice must accompany corresponding payment.

4. <u>AMENDMENT OF LICENSE</u>

All amendments to the License must be in writing and executed by all parties.

5. **OPERATING RESPONSIBILITIES**

- 5.1 <u>Compliance with Law</u>: Licensee's operations in and use of the License Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the License Area, the same must be first obtained from the regulatory agency having jurisdiction thereover. County shall maintain the License Area in compliance with all applicable County ordinances and State and Federal laws and regulations.
- 5.2 Market Day and Time: The Market shall operate between the hours of 9 a.m. to 2 p.m., with load in and load out hours from 6 a.m. to 9 a.m. and 2 p.m. to 4:30 p.m., respectively, every Saturday during the License term (as defined in Section 2, above). Licensee and County shall agree on the annual calendar for the Market, including any blackout dates due to holidays, special events, and other circumstances.
- 5.3 <u>Market Vendors</u>: Licensee will find and book Market vendors, who shall be subject to the terms of this License.
- 5.4 <u>Advertising</u>: Licensee will collaborate with the County on advertising campaigns to promote the Market.
- 5.5 <u>Permits, Licenses, Registrations and Certificates</u>: Licensee at its sole cost and expense shall obtain and maintain in effect during the term of the License all necessary permits, licenses, registrations, and certificates required to operate a Certified Farmers' Market in the License Area and shall ensure that all participating vendors and entertainers obtain and maintain all necessary permits, licenses,

registrations, and certificates required pursuant to the Certified Farmer's Market regulations, local County, State and Federal laws.

- 5.6 <u>Special Activities</u>: Upon receiving written approval from the County one week in advance of event, Licensee may also book entertainment, such as musicians and face painters, as well as schedule cooking demonstrations at its sole expense.
- 5.7 <u>Public Courtesy</u>: Licensee shall conduct work in a courteous, non-profane, and first-class workmanlike manner. Licensee shall not interfere with the use of the Licensee Area by the County, lessees, or the public, except as herein permitted. Licensee shall promptly remove or cause to be removed from the License Area all Licensee's parties that fail to conduct activities in the manner heretofore described.
- Parking: This License includes the non-exclusive right for Licensee and 5.8 Market vendors to temporarily load and unload their vehicles on the Property, including within the License Area, from 6:00 a.m. to 9 a.m. and 2 p.m. to 4:30 p.m. This License also includes the non-exclusive right for Licensee and the Market vendors to park in Parking Lot #9, located at 13977 Palawan Way, Marina del Rey, California 90292, referred to as Parking Area and depicted in Exhibit "A-3" attached hereto during Market hours. Parking in the Parking Area is limited to Licensee and Market vendors as approved by the County, and Licensee acknowledges that the Parking Area is shared with and open to the public. County will issue Licensee with up to 120 parking permits for use in the Parking Area on a monthly basis for distribution to participating vendors and entertainers that perform services hereunder. County will issue Licensee with up to six (6) parking permits per month in Parking Lot #11 for use by participating vendors, and entertainers with disabilities. All parking permits will be valid on Saturdays only from 6:00 a.m. to 4:30 p.m., excluding Market blackout dates. Any vehicles found without the valid parking permit clearly visible and appropriately displayed on the dashboard will be subject to a parking citation.
- 5.9 <u>Storage</u>: Licensee is permitted to keep Market equipment and supplies (e.g., tables chairs, signage, etc.) in the County-owned shed that is located within the License Area. County is not responsible for any theft, damage, destruction, or loss to Licensee's property stored in the shed.
- 5.10 <u>Marina del Rey for All Initiative</u>: To support the County's "MdR for All" initiative, a community-based effort to reimagine Marina del Rey as a more inclusive, equitable, and sustainable County resource for everyone in Los Angeles County, Licensee shall:
- Ensure the CalFresh Program's Electronic Benefit Transfer (EBT) is an accepted form of payment at the Market for CalFresh-eligible foods

- Conduct outreach to recruit more minorities and women to the Market's vendor roster.
- Incorporate bilingual informational signage throughout the market
- 5.11 <u>Food Donations</u>: Licensee shall coordinate with Market growers to ensure donations, whether monthly, quarterly, and/or annually, of fresh produce are made to non-profit organizations that work to feed food insecure residents in Los Angeles County.
- 5.12 <u>Name</u>: Licensee agrees to use the name "Marina del Rey Farmers' Market" exclusively during its operation of the Market. County retains ownership of said name and all rights associated therewith and represents and warrants to Licensee that County exclusively owns all rights in and to said name and that County's use and permission for Licensee to use said name will not violate or infringe upon the rights of any other third party.
- 5.13 <u>Signs</u>: Licensee shall not post signs or advertising matter upon the License Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.
- 5.14 <u>Sanitation</u>: No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the License Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.
- 5.15 <u>Security Devices</u>: The Licensee shall be responsible at its expense for securing the Licensed Area to standards determined by the County, provided, however that security of the Licensed Area ultimately shall be the responsibility of Licensee. County shall not be liable to Licensee, its vendors, visitors, invitees or any other parties for any injury, theft, loss, or damage occurring within or related to the Licensed Area.
- 5.16 <u>Maintenance</u>: Licensee shall be responsible for maintaining the License Area in a clean and sanitary condition after use. Debris must be properly disposed of. Licensee and participating vendors and entertainers that perform services hereunder are permitted to use County's trash dumpster that is located within the License Area. In the event Licensee fails to maintain the Licensed Area to County's satisfaction, County reserves the right to cure and bill Licensee for all costs.
- 5.17 <u>Examination of License Area</u>: Licensee shall permit authorized representatives of the County to enter the License Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

6. ACCOUNTING RECORDS

The Licensee must maintain accurate and complete financial records of its activities and operations relating to this License in accordance with generally accepted accounting principles. The method of accounting must be separate from other accounting systems used for any other business conducted by the Licensee or for recording the Licensee's personal financial affairs. The Licensee agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this License. All such material, including, but not limited to, all receipts, invoices, financial records, bank statements, cancelled checks or other proof of payment, and proprietary data and information, will be kept and maintained by the Licensee and will be made available to the County during the term of this License and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Licensee at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

7. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this License, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8. <u>INSURANCE</u>

Without limiting Licensee's indemnification of County, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8 and 9 of this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

8.1 Evidence of Coverage and Notice to County:

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a
 copy of an Additional Insured endorsement confirming County and its Agents
 (defined below) has been given Insured status under the Licensee's General
 Liability policy, shall be delivered to County at the address shown below and
 provided prior to commencing services under this License.
- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to
 object to a non-complying insurance certificate or endorsement, or any other
 insurance documentation or information provided by the Licensee, its
 insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of
 the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors
Community and Marketing Services Division
4701 Admiralty Way
Marina del Rey, CA 90292
Attn: Catrina M. Love, Division Chief

Licensee also shall promptly report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify County of any third party claim or suit filed against Licensee or any of its Sub-Licensees which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or County.

8.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County.

The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 8.3 <u>Cancellation of or Changes in Insurance</u>: Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this License.
- 8.4 <u>Failure to Maintain Insurance</u>: Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

9. <u>INSURANCE COVERAGES</u>

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

10. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, through, or pursuant to this License.

11. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

12. **DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

13. WAIVER

- 13.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.
- 13.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

14. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the License Area and deliver the License Area to County in reasonably good condition.

15. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

16. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Southland Farmers' Market Association PO Box 91059 Santa Barbara, CA 93190 Attn: Howell Tumlin, Executive Director

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

County of Los Angeles
Department of Beaches and Harbors
Community and Marketing Services Division
4701 Admiralty Way
Marina del Rey, CA 90292
Attn: Catrina M. Love. Division Chief

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

17. REPAIR OF EQUIPMENT

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area damaged by Licensee or Licensee's agents, employees, invitees and visitors, including the repair of low voltage electronic, telecommunications, phone

and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, and (c) be in accordance with all laws.

18. DAMAGE OR DESTRUCTION

Should the License Area be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

19. SOLICITATION OF CONSIDERATION

19.1 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Licensee with the implication, suggestion or statement that the Licensee's provision of consideration may secure more favorable treatment for the Licensee in the award of the License or that the Licensee's failure to provide such consideration may negatively affect the County's consideration of the Licensee's submission. A Licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of the License.

19.2 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

20. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any, lease or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

22. TAXATION OF LICENSE AREA

- 22.1 The interest (as defined in California Revenue and Taxation Code Section 107) in the License Area created by this License may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.
- 22.2 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the License Area and any improvements located thereon.
- 22.3 If Licensee fails to pay any lawful taxes or assessments upon the License Area which Licensee is obligated to pay, Licensee will be in default of the License.
- 22.4 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a License and not a lease and no real estate interest is being conveyed herein.

23. <u>INTERPRETATION</u>

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

26. COUNTERPARTS

This License may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same License. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and Licensee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this License.



IN WITNESS WHEREOF, Licensee has executed this License, or caused it to be duly executed, and County of Los Angeles, by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Director of the Department of Beaches and Harbors thereof, the day and year first above written.

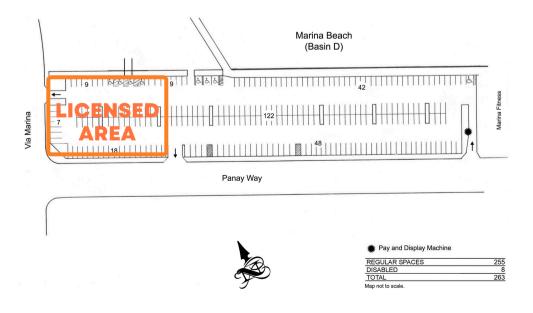
	COUNTY OF LOS ANGELES:
	By:
	Gary Jones, Director Department of Beaches and Harbors
	Licensee:
	By:
	Howell Tumlin, Executive Director Southland Farmers' Market Association
ADDDOVED 40 TO FORM	
APPROVED AS TO FORM:	
Dawyn R. Harrison County Counsel	
By:	

LICENSED AREA

LOT #11 - 14101 PANAY WAY



PARKING LOT #11 (Parcel GR)



SAMPLE MARKET REPORT

Marina del Rey Farmers' Market Report Date of Market

Producers & Growers	# of Booths	Total Sales	Booth Fee	24% of Booth Fee
Vendor Name				
Subtotal:				

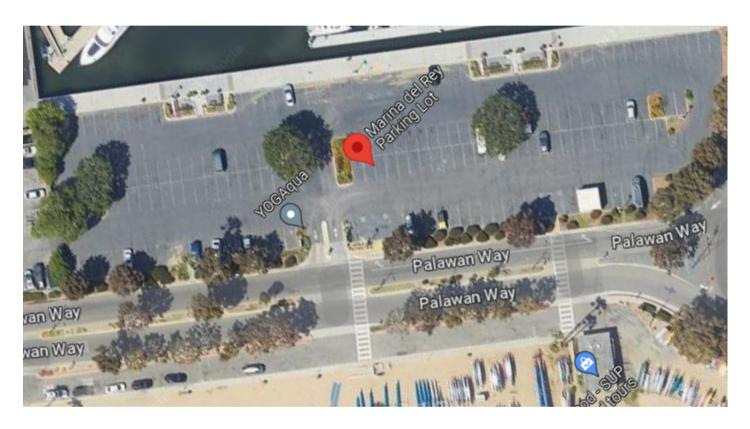
Craft Vendors	# of Booths	Total Sales	Booth Fee	24% of Booth Fee	
Vendor Name					
Subtotal:					

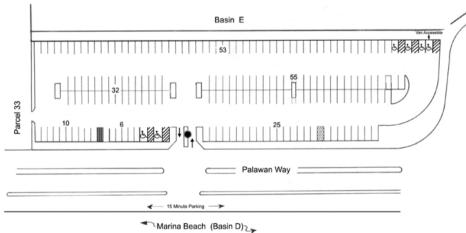
Food Vendors	# of Booths	Total Sales	Booth Fee	24% of Booth Fee
Vendor Name				
Subtotal:				

TOTAL	# of Booths	Total Sales	Booth Fee	24% of Booth Fee

VENDOR PARKING

LOT #9 - 13977 PALAWAN WAY











Caring for Our Coast

Gary Jones

Amy M. Caves Chief Deputy Director

> Carol Baker Deputy Director

LaTayvius R. Alberty Deputy Director

September 13, 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 August 8, 2023, the Consent to the proposed assignment of the Parcel 132S Lease in Marina del Rey (2) to CRESCENDO PACIFIC MARINA LLC, a Delaware limited liability company; authorized the Director of Beaches and Harbors to execute any consents, estoppels, and related documentation, necessary to effectuate the assignment of the Parcel 132S lease; approved and instructed the Chair to sign an amendment to the lease for Parcel 132S to additionally include compliance with the County's Labor Peace Policy and the Prevailing Wage laws, an additional remedy permitting the County to seek specific performance against LAACO, LTD, a California limited partnership (Lessee) in the event the Lessee fails to properly maintain and repair the project's improvements, and an increase in the general liability insurance coverage limits; and find that the proposed actions are exempt from the California Environmental Quality Act.

REGIONAL PLANNING COMMISSION'S CALENDAR

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

CALIFORNIA COASTAL COMMISSION CALENDAR

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

REDEVELOPMENT PROJECT STATUS REPORT

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

DESIGN CONTROL BOARD MINUTES

The June 2023 Design Control Board meeting was cancelled. The July 2023 Design Control Board minutes are pending.

Small Craft Harbor Commission September 13, 2023 Item 8 Page 2 of 2

MARINA DEL REY SLIP REPORT

In May 2023, the overall vacancy rate across all anchorages in Marina del Rey stood at 10.4%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 9.0%. 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.

GJ:LA:SP:yw

Marina del Rey Redevelopment Projects Report As of September 7, 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.	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. 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.						

May-23		17-25			26-30			31-35			36-40			41-45			46-50			51+						
Marina	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%	7	44	15.9%	1	42	2.4%		12	0.0%		7	0.0%		21	0.0%	21	214	9.8%		
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%	30	85	35%	9	44		4	22	18%										45	160	28.1%		
P12							12	30	40.0%	7	53	13.2%	8		13.8%	9	44	20.5%	3	31	9.7%	39		18.1%		
P13	2				3	0.0%	4	33	12.1%		70		4	36	11.1%	3	36	8.3%		8	0.0%	13	186	7.0%		
P15	8	113	7.1%	4	40	10.0%	8	59	13.6%		11	0.0%										20	223	9.0%		
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	•	5.9%					10											24	182	13.2%		
P28	4	9	44.4%	30	121	24.8%		54	0.0%		22	0.0%	14	68	20.6%	6	24			1	0.0%	54	299	18.1%		
P30	2	8	25.0%	9		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		7	48	14.6%	18		26.1%	5	37			36	0.0%	34	258	13.2%		
P44	5	14	35.7%	15		22.7%	14	39	35.9%				5		50.0%		7	0.0%	1	4	25.0%	40	140	28.6%		
A47	8	96	8.3%	2	77	2.6%	5	28	17.9%	6	28		2	10	20.0%		1	0.0%		3		23	243	9.5%		
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		3	6	50.0%		7	0.0%		14		5	55	9.1%		l
P111		20	0.0%	2	27	7.4%		2	0.0%		15	0.0%					8	0.0%		39	0.0%	2	111	1.8%		
P112	5	100	5.0%					11	0.0%		24	0.0%								40	0.0%	5	175	2.9%		l
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	2	29	6.9%		3	0.0%	8	68	11.8%	8	58		2	45	4.4%	2	- 00		1	20	5.0%	23	262	8.8%		
Total	95	919	10.3%	116	905	12.8%	103	832	12.4%	40	619	6.5%	59	417	14.1%	30	304	9.9%	8	330	2.4%	451	4326	10.4%	0	4326

Summation Vacancy in 17'-25' 10.3% Vacancy in 26'-30' 12.8% Vacancy in 31'-35' 12.4% Vacancy in 36'-40' 6.5% Vacancy in 41'-45' 14.1% Vacancy in 46' to 50' 9.9% Vacancy in 51' and over 2.4%

Overall Vacancy Vacancy w/o DOUBLES, OUT OF SERVICE slips 10.4%

9.0%

May-23	Judes	one rucium Het Auf	allable Total	Met ology	OTAL CORNIL	THRESHOLD
25' & Less						•
Number of Slips	0	919	4326	21%	16%	
26'-30'	1					
Number of Slips	0	905	4326	21%	19%	
30'-35'						_
Number of Slips	0	1564	4326	36%	18%	