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Caring for Our Coast

♦ ♦ ♦  
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Director

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Chief Deputy Director

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Deputy Director

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Deputy Director

April 01, 2025

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

Dear Supervisors:

**APPROVAL OF EXCLUSIVE NEGOTIATION AGREEMENT WITH  
MERCY HOUSING CALIFORNIA FOR THE POTENTIAL DEVELOPMENT OF AN AFFORDABLE  
HOUSING PROJECT ON COUNTY-OWNED PROPERTY AT 4206 ADMIRALTY WAY IN MARINA  
DEL REY (PARCEL 147)  
(SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

This letter recommends approval of an Exclusive Negotiation Agreement (ENA) between the County of Los Angeles (County) and Mercy Housing California (Mercy), a California nonprofit public benefit corporation, to negotiate the potential development of an affordable housing project on County-owned property located at 4206 Admiralty Way, with APN 4224-006-900, in Marina del Rey, CA 90292.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Authorize the Director of Beaches and Harbors (DBH or Department), or his designee, to:
  - a. Execute the proposed ENA (attached) between the County of Los Angeles and Mercy, approved as to form by County Counsel, for the potential development of the County-owned property located at 4206 Admiralty Way, with APN 4224-006-900, in Marina del Rey, CA 90292 (Property) in substantially similar form to the attached, for an initial six (6) month term, with the option to extend the term for up to three (3) additional six (6) month periods, if needed;
  - b. Execute any and all related or ancillary documents or amendments to the proposed ENA

necessary to effectuate the action authorized hereby;

c. Collect deposits and fees in connection with the terms of the proposed ENA, and to administer the expenses and accounting associated with the proposed ENA; and

d. Negotiate the anticipated ground lease structure of the potential development of the Property and return to the Board of Supervisors (Board) with proposed agreements for approval.

3. Adopt the attached Resolution Declaring Certain Property Exempt Surplus Land.

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

On July 12, 2022, Second District Supervisor Holly J. Mitchell moved to align Marina del Rey with Los Angeles County priorities of equity and inclusion – known as MdR for All. MdR for All is led by the Department and Second District Supervisor Holly J. Mitchell to expand and improve the access and use of Marina del Rey for Los Angeles residents, businesses, and visitors. One of the key strategies of the MdR for All motion is to maximize the use of County-owned land to create generational community benefits, including affordable housing.

The purpose of the recommended actions is to authorize execution of the proposed ENA, presented in substantially final form, between the County and Mercy, which will allow for the negotiation of the potential development of an 100 percent affordable housing project on the Property (Project).

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

The recommended actions will further County's Strategic Plan North Star 1 – Make Investments That Transform Lives and North Star 2 – Foster Vibrant and Resilient Communities by developing more quality affordable housing, increasing access to housing stability, creating public spaces and programs that are welcoming and accessible.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund as a result of the actions contemplated in this letter. As part of the ENA, Mercy will be required to pay an initial ENA deposit of \$50,000, which may be replenished to cover the transaction expenses.

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

The County is interested in entering into an ENA with Mercy to determine if the parties can reach an agreement on the terms of the potential development of the Property with a proposed 100 percent affordable housing project. The Property is comprised of one parcel, which total approximately 90,134 square feet in size, or approximately 2.06 acres. The proposed development of the Property presents an opportunity to advance the County's key objectives for the area, which include enhancing the community and creating affordable housing opportunities.

Mercy is proposing to construct a seven-story, 120-unit mixed-income development ranging from one- to three-bedroom units, community gathering spaces, enhanced pedestrian pathway adjacent to the Oxford Basin, 2,250 square feet of commercial space for community-serving retail, 9,000 square feet of community garden space, and 135 parking stalls. All units will be reserved for households earning between 20 percent and

80 percent of area median income, with one unit reserved for property management personnel. Twenty-five percent (25%) of the units will be set aside for individuals with intellectual and developmental disabilities, and the remaining units will serve low-income persons.

The proposed development is a preliminary proposal that is subject to change through negotiations, as well as input derived from the community outreach efforts. The proposed ENA will include the following terms:

- An initial term of six months with options to extend the term for up to three (3) additional six (6) month periods, if needed.
- An initial ENA deposit of \$50,000, which may be replenished to cover transaction expenses.
- The County shall not be responsible for reimbursing Mercy for any expenses incurred to assess the feasibility of a housing development project at the Property.

If negotiations with Mercy are successful, DBH will return to the Board with an Option to Lease Agreement for review and approval.

The Board is also declaring that the proposed Project is exempt from the Surplus Land Act, Government Code section 54200, et seq, in accordance with Government Code section 54221(f)(1) (A) because the proposed Project will be restricted to 100 percent affordable to persons and families of low or moderate income, which may have ancillary commercial ground floor uses. The proposed Project is authorized by Government Code Section 25539.4.

At its regular meeting on February 12, 2025, the County's Small Craft Harbor Commission voted to endorse the Department's recommendation as set forth herein.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not considered a project under CEQA because they are excluded from CEQA's definition of a project. The activities are administrative activities of government and will not result in physical changes to the environment or reasonably foreseeable indirect changes to the environment pursuant to Section 15378(b) of the State CEQA guidelines. By authorizing the recommended actions, the County is not approving or committing to the development of any project under CEQA and will result in direct or indirect physical changes to the environment. No commitment to any project is being made at this time. No activity that would constitute a project under CEQA will commence unless the Board takes further action to consider appropriate environmental documentation and make appropriate findings pursuant to CEQA in connection with an approval of a project.

## **CONTRACTING PROCESS**

Mercy was procured through an RFP that was issued by DBH on July 18, 2024. An addendum was issued on July 25, 2024, in response to request for additional time to RSVP for the mandatory pre-proposal conference. Prospective proposers attended a mandatory pre proposal conference on August 6, 2024. The proposal submission deadline was September 26, 2024.

As a result of the RFP, the County received a total of five proposals, one of which was disqualified for conflict of interest. The remaining four proposals were evaluated based on the following criteria

described in the RFP:

1. Proposals Qualifications & Capability to Implement Project
2. Financial Capacity
3. Project Design/Concept & Narrative Description
4. Project Financing Strategy
5. Community Benefits Strategy

An evaluation committee, comprised of four subject matter experts in the fields of affordable housing, finance, environmental planning, and economic development convened to review and provide summary scores for each proposal. Mercy's proposal was responsive to the vision and expectations described in the Project Objectives and Goals that were part of the RFP, and their proposal received the highest score.

Mercy has exhibited a long track record of financing, developing, managing, and operating permanent supportive and affordable housing communities. Mercy's real estate development portfolio includes over 11,000 residential affordable and supportive housing units across 24 completed developments in Southern California. Mercy has developed sixteen communities in Los Angeles County and maintains over 50 long term ground leases with public agency partners.

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

The proposed actions will allow the County to explore the potential to increase affordable and supportive housing opportunities.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Beaches and Harbors at 13837 Fiji Way, Marina del Rey, CA 90292. Should you have any questions, please contact Ivy Bordenave-Priestley at (424) 526-7734 or IBordenave-Priestley@bh.lacounty.gov.

The Honorable Board of Supervisors

4/1/2025

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Jones", with a stylized, cursive flourish at the end.

GARY JONES

Director

GJ:AC:ibp

Enclosures

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

**MARINA DEL REY PARCEL 147 DEVELOPMENT**

**EXCLUSIVE NEGOTIATION AGREEMENT**

by and between

**THE COUNTY OF LOS ANGELES**

and

Mercy Housing California

**MARINA DEL REY PARCEL 147 REDEVELOPMENT  
EXCLUSIVE NEGOTIATION AGREEMENT**

**THIS EXCLUSIVE NEGOTIATION AGREEMENT** (this "**Agreement**") is effective this 20th day of February, 2025 (the "**Effective Date**"), by and between the **COUNTY OF LOS ANGELES**, a public body, corporate and politic ("**County**"), through its Department of Beaches and Harbors ("**Department**") and nonprofit public benefit corporation Mercy Housing California, a California ("**Developer**"), on the terms and conditions set forth below. County and Developer are sometimes referred to collectively herein as the "**Parties**" and each individually as a "**Party**."

**RECITALS**

- A. County owns real property located at 4206 Admiralty Way, Marina del Rey, CA 90292 also known as Marina del Rey Parcel 147 ("**Property**"), consisting of approximately 1.616 acres of land, which is further described, depicted, and attached as **Exhibits A ("Legal Description")** and **B ("Parcel Map")**.
- B. Pursuant to a County solicitation issued on July 18, 2024, Developer was the highest ranked proposer for development of the Marina del Rey Parcel 147 (the "**Developer Response**") pursuant to Government Code Section 25539.4 *et seq.* Developer is a national real estate development firm with experience in the oversight and management of design, permit processing and construction of residential and retail buildings.
- C. Developer has proposed to build a seven-story 120 unit mixed-income development ranging from one- to three-bedroom units, community gathering spaces, enhanced pedestrian pathway adjacent to the Oxford Basin, 2,250 square feet of commercial space for community-serving retail, 9,000 square feet of community garden space, and 135 parking stalls. The proposed improvements to the Marina del Rey Parcel 147 are referred to collectively as the "**Proposed Project**." Notwithstanding the foregoing description, the Proposed Project is a preliminary proposal that is subject to change through negotiation as well as input derived from the County's community outreach efforts.
- D. Developer has provided County a Letter of Intent to develop the Proposed Project along with the preliminary design concept plan for the project attached as **Exhibit C ("Letter of Intent and Preliminary Design Concept Plan")**.
- E. County intends to seek approval from County's Board of Supervisors (the "**Board**") to execute this Agreement with Developer, for the purpose of: (i) analyzing the potential development of the Proposed Project on the Property and (ii) negotiating the option to enter into a ground lease to develop the Proposed Project (the "**Option Agreement**") and (iii) negotiating the potential terms and conditions of a ground lease agreement (the "**Ground Lease**") for the Proposed Project and any other associated agreement(s). The Ground Lease and the Option Agreement together with all associated agreements are sometimes referred to collectively as the "**Project Agreements**." The contemplated development of the Proposed

Project and execution of the Ground Lease, Option Agreement, and any other associated agreements are collectively referred to as the "**Transaction.**"

- F. The execution of the Project Agreements is subject to and contingent upon the Board's approval after compliance with the California Environmental Quality Act ("**CEQA**") and the National Environmental Policy Act ("**NEPA**"), if and as applicable.
  
- G. County will be required to comply with CEQA and NEPA, as applicable, in connection with the consideration and analysis of the environmental impacts of the development of the Proposed Project. Because County has not committed to any project, including the Proposed Project, and has not completed its environmental review pursuant to CEQA, this Agreement does not constitute or evidence an approval by County of, or commitment of County to, any action for which prior environmental review is required under CEQA and NEPA, as applicable. County retains the absolute sole discretion to make decisions under CEQA and NEPA, as applicable, with respect to the Proposed Project, which discretion includes: (i) deciding not to proceed with development of the Proposed Project, (ii) deciding to proceed with development of the Proposed Project, and (iii) deciding to proceed with any alternative development of any portion of the Property (the "**Potential County Actions**"). There shall be no approval or commitment by County regarding the Transaction or any alternative development of any portion of the Property, unless and until County, or other agency serving as the Lead Agency with respect to the Proposed Project, considers the environmental impacts of the Proposed Project, in full compliance with CEQA.

Now, therefore, in consideration of the foregoing Recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### 1. **Agreement to Negotiate Exclusively in Good Faith.**

1.1 **Exclusive Good Faith Negotiation.** During the Term (defined in **Section 2.1**), so long as Developer is negotiating in a commercially reasonable manner and is not otherwise in material default of its obligations under this Agreement, County will not solicit offers or proposals from other parties concerning potential development of the Property. The Parties will negotiate exclusively and in good faith in accordance with this Agreement regarding the Project Agreements. Notwithstanding the foregoing, County may, from time to time, be contacted by other Developers regarding the Property and that such contact is expressly permitted so long as County does not initiate the contact and indicates to such Developers that County has executed this Agreement and that County is prohibited from: (a) discussing anything concerning these negotiations with such Developers; (b) considering any offer or proposal from such other Developers; or (c) negotiating with any such Developers, until this Agreement expires or is terminated pursuant to its terms.



1.2 Essential Terms. The Parties acknowledge and agree that this Agreement does not establish all the essential terms of the Project Agreements and that although they have set forth herein a framework for negotiation of the essential terms of the Project Agreements: (a) they have not set forth herein nor agreed upon many of the essential terms of Project Agreements, including, among other things, the rent under the Ground Lease, the terms and conditions of the Ground Lease, and the option purchase price, if any; (b) they do not intend this Agreement to be a statement of the essential terms of the Project Agreements; and (c) the essential terms of the Project Agreements, if agreed to by the Parties, shall be set forth, if at all, in documentation and agreements negotiated, approved and executed by duly authorized representatives of each of the Parties after any and all applicable requirements of CEQA and NEPA have been successfully completed and necessary determinations/findings made by County.

2. Duration of this Agreement.

2.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and terminate on the earliest of (a) twelve (12) months after the Effective Date, or (b) twenty (20) business days after County or Developer exercises its termination rights set forth in **Section 2.2** herein, or (c) twenty (20) business days after either Party has received written notice from the other Party stating that such Party desires to terminate this Agreement as a result of an uncured Default under **Section 12**, or (d) the effective date of the Ground Lease. The Parties may elect, by mutual agreement, to extend the Term for up to three (3) additional six (6) month periods. The Director, or designee, of the Department has been authorized by the County Board of Supervisors to execute any Term extensions entered into pursuant to this **Section 2.1**.

2.2. Right to Terminate.

(i) If the County reasonably determines that a successful consummation of the negotiations is not likely, it may terminate this Agreement upon written notice to Developer (a "**County Termination Notice**") and such termination shall be deemed effective, unless withdrawn by the County, on the 20th business day after delivery of the County Termination Notice. Upon the County's termination of this Agreement, any rights or interest that Developer or County may have hereunder shall cease.

(ii) If Developer determines that a successful consummation of the negotiations is not likely, it may terminate this Agreement upon written notice to the County (a "**Developer Termination Notice**") and such termination shall be deemed effective, unless withdrawn by Developer, on the 20th business day after delivery of the Developer Termination Notice. Upon Developer's termination of this Agreement, any rights or interest that Developer or County may have hereunder shall cease.

2.3 Execution. No agreement or documentation that may hereafter be negotiated between the Parties with respect to the Project Agreements shall become final and binding unless and until: (a) County and Developer have successfully complied with all applicable requirements of CEQA and NEPA pertaining to the transactions and development

contemplated by the Project Agreements; (b) the Project Agreements are approved by the Board; and (c) the Project Agreements are executed by the authorized representatives of each of the Parties.

2.4 Approval of the Potential County Actions. Prior to the satisfaction of the terms set forth in **Section 2.3** none of the following shall constitute County's approval of the Proposed Project or the Project Agreements or a commitment by the County to take any action whatsoever: (a) negotiation or preparation of any the Project Agreements, including without limitation, any specific terms and provisions or any form of document; (b) review or approval by County of various stages of proposed plans and specifications for the Proposed Project; nor (c) cooperation or participation by County in development applications or submittals for the Proposed Project (including County's execution of any such applications or submittals).

### 3. Good Faith Deposit.

3.1. Good Faith Deposit. As a condition precedent to the County's execution of this Agreement, Developer shall provide concurrently with the execution and submission of this Agreement by the Developer to the County for its consideration, a Good Faith Deposit in the amount of Fifty Thousand Dollars (\$50,000.00). The Good Faith Deposit shall be in the form of a cashier's check or certified check, naming the County as Payee, as applicable (the "**Good Faith Deposit**"), to ensure that Developer shall proceed diligently and in good faith to negotiate and perform all of the Developer's obligations under this Agreement. Any interest accrued on the Good Faith Deposit shall be the property of the County and shall be retained by the County. The Good Faith Deposit shall be used to reimburse the County for expenses incurred by the County and its staff, agents or consultants in performing public outreach (including public meetings), negotiating and preparing this Agreement, reviewing any documents related to the Proposed Project, and negotiating and drafting the Ground Lease, Option Agreement, Development Agreement and any other agreements (collectively, "**Negotiation Expenses**").

3.2 Additional Good Faith Deposit. The County may, in its sole discretion, request an additional Good Faith Deposit in an amount up to Twenty-Five Thousand Dollars (\$25,000.00) to reimburse any additional Negotiation Expenses incurred or anticipated during the Term hereof or any extension. Such additional sum shall be subject to the same terms and conditions as the initial Good Faith Deposit.

3.3 Non-Refundable Deposit. In the event this Agreement terminates or is terminated as provided in **Section 2**, the Deposit will become non-refundable to the extent necessary to pay County's Negotiation Expenses incurred or contractually committed to be paid as of the date of termination, and the County shall return to Developer any portion of the Deposit that is not needed to pay such County Negotiation Expenses. The Parties agree that the County (a) has no obligation to pay interest on the Deposit to Developer, and (b) is not required to deposit the Deposit in an interest-bearing account. Interest, if any, earned on the Deposit may remain in the Deposit account and may be added to the amount of the Deposit and retained by County if necessary to reimburse its Negotiation Expenses.

4. **Agreements to be Negotiated.**

4.1 **Development Agreement, Option Agreement, and Ground Lease Agreement.** County and Developer shall work in good faith to negotiate and jointly prepare the Ground Lease, Option Agreement, Development Agreement and any other agreements (collectively referred to as "**Project Agreements**"). The Development Agreement shall include, without limitation, provisions relating to the design and development of the Proposed Project, a schedule of performance, and the Parties' obligations. The Option Agreement shall include, among other things, provisions relating to covenants on title, option contingencies, and purchase price. The Ground Lease shall include, among other things, provisions relating to the term, rent, Proposed Project construction, Proposed Project operation, transfers and assignments, encumbrances, and subleases.

4.2 **Other Agreements.** If other agreements, such as reciprocal easements, licenses, or dedications are required to effectuate the objectives of the Proposed Project and the Project Agreements, each of those agreements shall be negotiated in accordance with applicable County policies and procedures under the Board's authority.

5. **County Responsibilities.**

5.1 **Exclusive Negotiations.** So long as Developer is negotiating in a commercially reasonable manner and is not otherwise in material default of its obligations under this Agreement, County shall negotiate exclusively and in good faith with Developer, as set forth in **Section 1.1**.

5.2 **Schedule of Performance.** County shall endeavor to meet the milestones required of it as set forth in a schedule of performance which the parties shall agree to within ninety (90) days of the execution of this Agreement, and which schedule may be modified during the Term as agreed in writing between the Parties (the "**Schedule of Performance**").

5.3 **Funding.** Any future funding by County to fund, subsidize, or otherwise financially contribute in any manner toward the development of the Proposed Project shall be effective only if approved by the Board and set forth in a writing executed by County and Developer.

5.4 **County Discretion.** County is not approving, committing to, or agreeing to undertake: (a) the Proposed Project or any development; (b) disposition, sale, or lease of land to Developer; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by County.

5.5 **Other Covenants.** County shall perform such other covenants and obligations required of County as explicitly set forth in this Agreement.

## 6. Developer Responsibilities.

Without limiting any other provision of this Agreement, during the Term, Developer, at its sole cost and expense, shall prepare and submit the following information and documents and perform the following acts, all in furtherance of the negotiation process:

6.1 Planning and Design Requirements. County, together with all other agencies having regulatory jurisdiction over the Proposed Project, will require planning and design approval for the Proposed Project. Developer shall meet with representatives of County to review and come to a clear understanding of the planning and design requirements of County, together with all other agencies having regulatory jurisdiction over the Proposed Project.

6.2 Schedule of Performance. Developer shall meet the milestones required of Developer, as set forth in the Schedule of Performance to be agreed upon by the Parties.

6.3 Notice of Governmental Meetings. Developer shall provide one (1) weeks' notice to County of any substantive meetings with governmental officials (including staff), of governmental agencies other than County, relating to the Proposed Project, and allow County to attend such meetings, which County may do at County's sole discretion. Developer shall keep County fully informed during the Term regarding all substantive matters and meetings affecting the Proposed Project.

6.4 Environmental Documents and Entitlements. Developer shall provide to County, in accordance with the Schedule of Performance, conceptual plans, renderings, schematic drawings, programmatic plans and all other information and documentation (the "**Project Plans**") necessary for County to make appropriate findings pursuant to CEQA and NEPA, as applicable. Developer shall bear all costs and expenses associated with the preparation of the Project Plans and any documentation required for compliance with CEQA.

6.5 Financial Pro Forma. Developer shall submit to County a detailed financial pro forma for the Proposed Project containing matters typically contained in such pro forma for other similar types of projects as the Proposed Project and related financial information for the development of the Proposed Project (collectively, the "**Financial Pro Forma**"), including: (1) an estimate of development costs, including construction and non-construction costs, such as the proposed ground lease for the Property; (2) a description of the proposed method of financing; (3) a proposed construction and operating pro forma which identifies all sources and uses of funds; and (4) evidence that Developer has the financial resources necessary for development of the Proposed Project, such as preliminary loan approvals and/or audited financial statements, or other form of evidence reasonably acceptable to the County. The Financial Pro Forma is intended to provide the initial basis for determining the financial feasibility of the Proposed Project in connection with the negotiation of the Project Agreements. The Parties acknowledge that the Financial Pro Forma will continue to be refined in accordance with the Project Agreements.

6.6 Use of Proposed Project Images. Developer hereby consents to and approves the use by County of images of the Proposed Project, its models, plans, and other graphical representations of the Proposed Project and its various elements (“**Proposed Project Images**”) in connection with marketing, public relations, special events, websites, presentations, and other uses reasonably required by County in connection with the Proposed Project during the Term. Such right to use the Proposed Project Images shall not be assignable by County to any other party (including, without limitation, any private party) without the prior written consent of Developer. Developer shall obtain any rights and/or consents from any third-parties necessary to provide County with the right to use the Proposed Project Images. In the event that the Parties enter into Project Agreements, County’s right to use the Proposed Project Images shall be as set forth in the Project Agreements.

6.7 Progress Reports. Upon reasonable notice, as from time to time requested by County, Developer shall prepare and deliver written progress reports (meeting minutes will be sufficient as a written progress report) including financing and leasing activities, advising County on studies being made, and matters being evaluated, by Developer with respect to this Agreement and the Proposed Project. County shall not request written reports more frequently than once each month.

6.8 Further Information. County reserves the right, at any time, to request from Developer, and Developer shall provide in a timely manner, additional or updated information about Developer or the Proposed Project as requested by County.

6.9 Design Review Process. Developer shall engage and coordinate with County on the design of the Proposed Project, and the design shall be subject to County’s review and approval (as well as that of any other agency having jurisdiction) as set forth in the Project Agreements.

6.10 Cost Reimbursements. Developer shall reimburse County for all reasonable costs, fees and expenses actually incurred in association with the negotiation, documentation and execution of this Agreement, the Ground Lease, Development Agreement, Option Agreement, and any other associated agreement or document, including all reasonable costs and expenses actually incurred relating to the public engagement process, review, development, design, construction and planning of the Proposed Project and CEQA compliance related thereto, as well as all related third party costs and expenses, including, but not limited to, reasonable consultants’, engineers’, architects’, and attorneys’ fees incurred by County.

6.11 Other Covenants. Developer shall perform such other covenants and obligations required of Developer as explicitly set forth in this Agreement.

7. **No Commitment to Any Project; Independent Judgment.**

7.1 No Commitment to Any Project. The Parties acknowledge and agree that County: (a) has not committed to, authorized or approved the development of the Proposed Project or any other proposed improvements on the Property; (b) retains the

absolute sole discretion to modify the Proposed Project as may be necessary to comply with CEQA and/or NEPA, or for any other reason; (c) may modify the Proposed Project, or decide not to proceed with the Proposed Project, as may be necessary to comply with CEQA and/or NEPA, or for any other reason as determined in County's sole and absolute discretion; and (d) is not precluded from rejecting the Proposed Project, or from weighing the economic, legal, social, technological, or other benefits of the Proposed Project against its unavoidable environmental risks when determining whether to approve the Proposed Project. Further, the Parties acknowledge and agree that no activities that would constitute a project under CEQA and/or NEPA, including the Proposed Project, may be commenced until necessary findings and consideration of the appropriate documentation under CEQA are considered by the Board and feasible mitigation measures and alternatives to the Proposed Project, including the "no project" alternative, required in connection with CEQA, may be adopted by the Board.

7.2 Independent Judgment. County will exercise independent judgment and analysis in connection with any required environmental reviews or determinations under CEQA for the Proposed Project, shall have final discretion over the scope and content of any document prepared under CEQA and shall have final discretion over the extent of any studies, tests, evaluations, reviews or other technical analyses. Any consultants retained for the purpose of preparing CEQA documentation shall reasonably comply with any directions from County with respect thereto.

8. **Inspections.**

During the Term, Developer may conduct such inspections, tests, surveys, and other analyses (collectively, "**Inspections**") as Developer and County deem reasonably necessary to determine the condition of the Property or the feasibility of designing, developing, constructing, leasing and financing the Proposed Project and shall complete such Inspections as promptly as reasonably possible within the Term. Any entry onto the Property by Developer or its employees, agents, contractors, successors, and assigns, shall be in accordance with a Right of Entry Permit ("**ROE**"), in the form attached hereto as **Exhibit D**. Pursuant to the ROE, Developer shall coordinate and schedule the time(s) of its entry on to the Property to meet County's reasonable requirements. Developer's and its contractors' access to the Property shall not materially interfere, conflict with or impair any other operations or activities on the Property as set forth in the ROE.

9. **Plans, Reports, Studies, and Entitlements.**

9.1 County Information. County, in its commercially reasonable discretion, may make available to Developer, upon Developer's written request, existing information and plans regarding County's existing improvements on the Property.

9.2 Provision of Development Documents. All plans and any reports, investigations, studies (including reports relating to the soil, geotechnical, subsurface, environmental, and groundwater conditions of the Property, entitlement applications, Project Plans, and reports filed in connection therewith) with respect to the Property, Proposed Project, and Developer's intended use of the Property (collectively, the

"**Development Documents**") shall be prepared at Developer's sole cost and expense. Developer shall timely provide County, subject to the confidentiality provisions in **Section 14**, without cost or expense to County, copies of all Development Documents prepared by or on behalf of Developer. Developer shall include in its contractors' and consultants' contracts the right of Developer to assign the Development Documents to County.

9.3 Entitlements. County shall cooperate with Developer in Developer's attempt to procure the necessary entitlements for the Proposed Project, provided (a) such entitlements and any related applications, submittals, and/or covenants do not encumber County's fee interest in the Property or place obligations on County and (b) Developer timely provides County with copies of all proposed and final filings, submittals and correspondence relating to any entitlement applications. Should Developer abandon an entitlement application (for any reason including termination of this Agreement), County shall have the right to take over such application and Developer shall cooperate with County to complete any such entitlement process started by Developer. If the Proposed Project is not built, at County's election, Developer shall cooperate with County to seek removal of any entitlement obtained by Developer for the Property. The obligations contained in this **Section 9.3** shall survive termination, expiration, or revocation of this Agreement.

## 10. Indemnity and Insurance.

10.1 General Indemnity. Developer shall Indemnify (defined in **Section 10.2(d)**) County Indemnified Parties (defined in **Section 10.2(b)**) from and against all Claims (defined in **Section 10.2(a)**) caused by or arising directly or indirectly from any acts or omissions of any Developer Indemnitor which constitute: (i) a breach of any Developer obligation under this Agreement, (ii) negligence by a Developer Indemnitor and (iii) willful misconduct by a Developer Indemnitor, including Claims that accrue or are discovered before or after termination of this Agreement in connection with this Agreement.

10.2 Definitions. The following terms shall have the following meanings:

(a) "**Claim**" means any claim, loss, demand, action, liability, penalty, fine, judgment, lien, forfeiture, cost, expense, damage, or collection cost (including reasonable fees of attorneys, consultants, and experts related to any such claim).

(b) "**County Indemnified Parties**" means collectively, for purposes of indemnification only, County and its Special Districts, elected and appointed officers, employees, agents, affiliates, beneficiaries, attorneys, trustees, successors, assigns, and any individual (employee, officer, partner, director, member, commissioner or board member) employed by or acting on behalf of any of the above entities.

(c) "**Developer Indemnitor**" means, for purposes of indemnification only, Developer, or any entity or person acting on Developer's behalf or anyone employed by or contracted with Developer in the course of such employment or contracted work.

(d) **"Indemnify"** means collectively indemnify, defend (by counsel reasonably acceptable to County Indemnified Party), protect, and hold harmless, without requirement that the County Indemnified Party first pay any amounts.

10.3 Survival. Notwithstanding anything to the contrary elsewhere in this Agreement, the indemnity obligations under this Agreement shall survive any expiration, termination or assignment of this Agreement.

10.4 Insurance. Prior to Developer's or its employees', contractors' or consultants' entry onto the Property, Developer shall provide County with evidence of insurance in the form and subject to the requirements set forth in the ROE.

## 11. Failure to Reach Agreement.

This Agreement is an agreement to enter into exclusive negotiations with respect to the Project Agreements. Each Party expressly reserves the right to decline to enter into any other agreement (including any of the Project Agreements), if the Parties fail to agree to terms satisfactory to both Parties with respect to the Project Agreements. Except as expressly provided in this Agreement, neither Party shall have any obligation, duty or liability hereunder in the event the Parties fail to timely agree upon and execute the Project Agreements or any other agreement. If the Parties have not executed the Project Agreements prior to the expiration or termination of this Agreement, then upon expiration or termination of this Agreement, any rights or interest that Developer may have under this Agreement shall cease without requiring any notice from County, and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as County shall determine appropriate in its sole and absolute discretion.

## 12. Default and Remedies.

12.1 Breach. The occurrence of any one or more of the following events shall constitute a breach under this Agreement (each a "**Breach**"):

(a) The failure of a Party to perform any obligation, or to comply with any covenant, restriction, term, or condition of this Agreement;

(b) The failure of a Party to meet the milestones set forth in the Schedule of Performance; or

(c) Any material representation or warranty made by a Party proves to be false or misleading in any material respect at the time made.

12.2 Default. A Breach shall become a default under this Agreement (each a "**Default**") if the Party committing the Breach fails to cure the Breach within the following time periods:

(a) For all monetary Breaches, five (5) business days after the date such payment is due;



(b) For all non-monetary Breaches, twenty (20) business days after receipt of written notice ("**Cure Notice**") thereof from the aggrieved Party specifying such non-monetary Breach in reasonable detail, delivered in accordance with the provisions of this Agreement, where such non-monetary Breach could reasonably be cured within such twenty (20) business day period; or

(c) Where such non-monetary Breach could not reasonably be cured within such twenty (20) business day period, such reasonable additional time as is necessary to promptly and diligently complete the cure but in no event longer than forty (40) business days ("**Outside Date**"); provided that the breaching Party promptly commences to cure such non-monetary Breach after receiving the Cure Notice and thereafter diligently and continuously pursues completion of such cure.

12.3 Unavoidable Delay. "**Unavoidable Delay**" means a delay beyond the control of the Party claiming the delay, and must satisfy each of the following requirements:

(a) The delay would prevent or hinder the performance or satisfaction of any obligation under this Agreement by any reasonable person similarly situated and is not a delay peculiar to the Party claiming the delay.

(b) The delay must arise out of:

(i) A force majeure event;

(ii) Governmental restrictions or a delay in the issuance of any regulatory governmental approval that could not be reasonably anticipated (including without limitation any unusual or uncommon delay by a governmental authority in processing or approving any application made by Developer in connection with the Proposed Project);

(iii) Delay in performance of any term, covenant, condition or obligation under this Agreement as a result of a Breach, Default or delay of the other Party, whether in rendering approvals or otherwise; or

(iv) Any lawsuit, action or other proceeding by any person (other than by or at the direction of Developer or any affiliate of Developer) that is filed after the Effective Date that challenges: (1) the EIR, other environmental document, or other governmental approval; or (2) any action taken by either Party (or the ability of either Party to take any action) under or in connection with this Agreement that prevents performance by the Developer.

(c) The delay is detailed in a written notice given by the Party claiming such delay to the other Party within fifteen (15) days after the Party claiming such delay reasonably should have known of the event giving rise to the claim of delay, which notice shall, at a minimum, reasonably specify the (i) nature of the delay, (ii) the date the delay commenced and (if not ongoing) ended and (iii) the reason(s) such delay is an Unavoidable Delay.

(d) If a non-monetary Breach is due to an Unavoidable Delay, then the Party claiming the delay shall have the right to extend the Outside Date by a period equal to the duration of the Unavoidable Delay by written notice to the other Party. The duration of the Unavoidable Delay shall be deemed to commence only after written notice of such Unavoidable Delay is delivered to the other Party, provided that if written notice of such Unavoidable Delay is given within five (5) business days after the commencement of the delay, then the date of the commencement of the Unavoidable Delay shall be retroactive to the actual commencement date of the delay. A written notice of Unavoidable Delay must reasonably specify: (a) the nature of the delay; (b) the date the delay commenced and (if not ongoing) ended; and (c) the reason(s) such delay is an Unavoidable Delay. Upon the documentation of an Unavoidable Delay pursuant to this **Section 11.6**, the Outside Date shall be delayed by the period of the Unavoidable Delay; provided, however, under no circumstances may the Outside Date be extended by more than a total of forty (40) business days as a result of Unavoidable Delay without the written consent of both Developer and County.

12.4 **Remedies.** If any Default occurs, the non-defaulting Party shall have the right, but not the obligation, to avail itself of any one or more of the following remedies:

(a) The non-defaulting Party may, at its sole election, terminate this Agreement by written notice of termination provided to the defaulting Party.

(b) Unless otherwise provided herein, in addition to the foregoing, the non-defaulting Party may exercise any right or remedy it has under this Agreement, or which is otherwise available at law or in equity or by statute. All rights, privileges and elections or remedies of the Parties are cumulative and not alternative to the extent permitted by law (including suit for damages) or in equity.

12.5 **Upon Termination of Agreement.** Upon termination of this Agreement, any rights or interest that Developer may have hereunder shall cease and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as it shall determine appropriate in its sole and absolute discretion. In any event, the Development Documents shall become the property of County.

### 13. **Entire Agreement.**

This Agreement and the Exhibits hereto are the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

### 14. **Covenant Against Discrimination.**

Developer shall not discriminate against, nor segregate, in employment or the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of all or portions of the Property, nor deny the benefits of or exclude from participation in, the Proposed Project and all activities of Developer in connection with the Property, any person, or group of persons, on account of race, color, religion, creed,

national origin, ancestry, sex, sexual preference/orientation, marital status, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS), acquired or perceived, or retaliation for having filed a discrimination complaint.

15. **Confidentiality.**

15.1 Developer acknowledges that County will need sufficient, detailed information about the economic feasibility of the Proposed Project to negotiate and make informed decisions about the content and approval of the Project Agreements. All records (documents and materials) submitted to County pursuant to this Agreement (“**Submitted Materials**”) shall become the property of County, and will be subject to the Public Records Act, pursuant to California Government Code Section 7920.000 et seq. (“**CPRA**”), as provided below. All Submitted Materials are considered “public records” and may be subject to public disclosure. If an exemption to the CPRA applies, Developer may seek to shield certain portions of its documents and reports from disclosure by marking such documents as “Confidential – Official Information”, “Proprietary” or “Trade Secrets” as follows:

(a) If a request under the CPRA is made for any of the Submitted Materials, County shall promptly notify Developer and the Parties shall cooperate in good faith, prior to public disclosure, to determine whether any of the requested documents are exempt from disclosure under the CPRA within the timeframes set forth in the CPRA.

(b) If Developer asserts that any Submitted Materials are subject to a legal exception to public disclosure under the CPRA, Developer must: (1) clearly label the relevant Submitted Materials as “Confidential,” “Trade Secrets” or “Proprietary” (“**Official Information**”); (2) upon request from County, provide additional information regarding the legal basis for exception from disclosure under the CPRA; and (3) Indemnify County Indemnified Parties from any Claims by any third-party for public disclosure of the confidential portion of the Official Information. Developer and County shall cooperate to retain confidential information submitted by Developer as confidential to the extent permitted by law.

(c) If County receives a request to disclose any Official Information, and County determines that there is a legal basis for withholding such Official Information from public disclosure, County shall not disclose such Official Information and shall take all reasonable steps to maintain the confidentiality of such information unless compelled by court order.

(d) If County receives a request to disclose any Official Information, and County does not identify a legal basis to withhold the Official Information, County shall provide prompt written notice to Developer, and Developer shall be given a reasonable opportunity to interpose an objection or seek a court order or protective order to preclude County from disclosing such Official Information, or applicable portion thereof.

15.2 County shall be permitted to share Submitted Materials (including, but not limited to, those of a financial and potential proprietary nature) with third-party consultants

and attorneys who have been engaged to advise County concerning matters related to this Agreement as part of the negotiation and decision-making process, provided that County requires such third-party consultants and attorneys to comply with the confidentiality provisions set forth in this Agreement.

15.3 Developer shall Indemnify County Indemnified Parties (without any requirement that the County Indemnified Parties first pay such Claims) from Claims arising from (i) any disclosure of the Submitted Materials and/or Official Information, and (ii) any action taken by Developer Indemnitor to assert its rights under the CPRA, including but not limited to, the right to redact and/or contest any request for disclosure of Submitted Materials and/or Official Information under applicable law.

16. **Compliance with Laws.**

During the Term, Developer, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to the subject matter of this Agreement.

17. **Successors and Assigns.**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

18 **Notices.**

All notices shall be in writing and either: (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipt signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. All addresses of the Parties for receipt of any notice to be given pursuant to this Agreement are as follows:

County:

County of Los Angeles  
Office of the County Counsel  
Property Division  
500 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, CA 90012-2932

With a copy to:

County of Los Angeles  
Department of Beaches and Harbors  
Asset Management Division  
13837 Fiji Way  
Marina del Rey, CA 90292

Developer:

Mercy Housing California  
1500 S. Grand Avenue, Suite 100  
Los Angeles, CA 90015

With a copy to: Evan Gross c/o Gubb and Barshay LLP  
235 Montgomery Street, Suite 1110  
San Francisco, CA 94104  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. **Interpretation.**

19.1 **Construction.** This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party.

19.2 **Gender.** When the context of this Agreement requires, (a) the neuter gender includes the masculine and feminine and any entity, and (b) the singular includes the plural.

19.3 **Section Headings.** The headings of the Sections of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof. Unless otherwise explicitly provided, all references to "Sections" are respectively to articles or sections of this Agreement.

19.4 **Interpretation.** The word "including" shall be construed as though the words "but not limited to" were, in each case, appended thereafter, and shall not be deemed to create a limitation to the list that follows "including."

19.5 Exhibits. All references in this Agreement to exhibits shall be construed as though the words "hereby made a part hereof and incorporated herein by this reference" were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

19.6 No Third-Party Beneficiaries. Except as expressly set forth in this Agreement, no parties other than the Parties and their successors and assigns, shall be a beneficiary of the rights conferred in this Agreement, and no other party shall be deemed a third-party beneficiary of such rights.

19.7 Severability. If (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

19.8 No Partnership. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between the Parties, or cause either Party to be responsible in any way for the debts or obligations of the other Party.

19.9 No Assignment by Developer. The Parties acknowledge and agree that County has entered into this Agreement in reliance on Developer's unique abilities to develop the Proposed Project; consequently, Developer shall have no right to assign its rights or duties under this Agreement.

19.10 Prevailing Party. In the event that either Party to this Agreement brings an action to enforce the terms of this Agreement or declare the Party's rights under this Agreement, each Party shall bear its own costs and expense, including attorneys' fees, regardless of prevailing Party.

20. **Limitations of this Agreement**.

This Agreement does not constitute a commitment of any kind by County regarding the leasing, sale, or development of all or any part of the Property. Execution of this Agreement by County is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Board as to the Project Agreements and all proceedings and decisions in connection therewith.

21. **Counterparts**.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Agreement by facsimile or email shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the parties after signed counterparts have been exchanged among the Parties.

*[Signature Page to Immediately Follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

**COUNTY:**

**COUNTY OF LOS ANGELES,**  
a public body, corporate and politic

\_\_\_\_\_  
By:


**APPROVED AS TO FORM:**

DAWYN HARRISON  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**DEVELOPER:**

**MERCY HOUSING CALIFORNIA**  
a California nonprofit public benefit corporation

By:  \_\_\_\_\_  
Name: Ed Holder  
Its: Vice President



**EXHIBIT A**

**Legal Description**

(To be attached)

**EXHIBIT B**

**Parcel Map**

(To be attached)

**EXHIBIT C**

**Letter of Intent and Preliminary Design Concept Plan**

(To be attached)

**EXHIBIT D**

**Form of Right of Entry Permit**

(To be attached)



Ivy Bordenave-Priestley  
County of Los Angeles Department of Beaches and Harbors  
13837 Fiji Way, Marina del Rey, CA 90292

**RE: REQUEST FOR PROPOSALS FOR AN AFFORDABLE HOUSING PROJECT AT 4206 ADMIRALTY WAY, MARINA DEL REY, CA 90292, RFP #DBH82 released July 18, 2024**

Dear Ms. Bordenave-Priestley:

In response to the solicitation referenced above, Mercy Housing California (Developer) agrees to enter into an Exclusive Negotiation Agreement (ENA) with the County for the proposed development of an affordable housing project at 4206 Admiralty Way, Marina del Rey, CA 90292 for the County of Los Angeles (County) on behalf of its Department of Beaches and Harbors (Department).

The Developer acknowledges and agrees that the County's Board of Supervisors (Board) is the ultimate decision making body for the County and, accordingly, makes the final determination on behalf of the County whether to award or not award a contract and as to the terms of such contract. The Developer additionally acknowledges and agrees that prior to submitting the ENA to the Board for award consideration, unless otherwise determined to be in the best interests of the County, the Department must complete the review process provided for under Board Policy 5.055, Services Contract Solicitation Protest.

The Developer understands and agrees that as of the date of this letter, absent extraordinary circumstances, the Developer's proposal is a matter of public record, with the exception of those specific portions of the Developer's proposal which have been justifiably defined as business or trade secrets, and, if defined by Developer, plainly marked as "Trade Secret," "Confidential," or "Proprietary." The Developer further understands and agrees that a blanket statement of confidentiality or the marking of each page of the Developer's proposal as confidential is not sufficient notice of exception and that the Developer's must specifically label only those provisions of the Developer's proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. In the event County is required to defend an action on a Public Records Act request for any such record or any parts thereof, including, but not limited to, those marked "Trade Secret", "Confidential", or "Proprietary", Developer agrees to defend and indemnify County, its special districts, elected and appointed officers, employees and other agents from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the California Public Records Act.

The Developer represents and warrants to the Department and the County as a whole that the ENA is a firm offer of the Developer, which must not be changed or revoked by Developer pending the Department's completion of the review process under the Protest Policy and submission of the Contract to the Board for award consideration, and pending the Board's determination whether to award the Contract.

**Mercy Housing California**

2512 River Plaza Drive, Suite 200, Sacramento, California 95833 o | 916-414-4400 f | 916-414-4490

1256 Market Street, San Francisco, California 94102 o | 415-355-7100 f | 213-743-5828

1500 S. Grand Avenue, Suite 100, Los Angeles, California 90015 o | 213-743-5820 f | 213-743-5828

TTY | 800-877-8973 or 711

[mercyhousing.org](http://mercyhousing.org)

Mercy Housing is sponsored by communities of Catholic Sisters

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The undersigned is an authorized officer of the Developer who has actual authority to bind the Developer to each and every term, condition and obligation contained in this letter and/or in the Contract and that all requirements of the Developer have been fulfilled to provide such actual authority.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Holder".

Ed Holder  
Vice President, Mercy Housing California

Enclosure:  
Exclusive Negotiation Agreement

**Mercy Housing California**

2512 River Plaza Drive, Suite 200, Sacramento, California 95833 o | 916-414-4400 f | 916-414-4490

1256 Market Street, San Francisco, California 94102 o | 415-355-7100 f | 213-743-5828

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNTY OF LOS ANGELES DECLARING CERTAIN  
PROPERTY EXEMPT SURPLUS LAND**

**WHEREAS**, the County of Los Angeles (“County”) is the owner in fee simple of that certain real property, located at 4206 Admiralty Way, in Marina del Rey, CA 90292, with APN 4224-006-900 (“Property”);

**WHEREAS**, on July 12, 2022, the County's Board of Supervisors (“Board”) moved to align Marina del Rey with Los Angeles County priorities of equity and inclusion – known as MdR for All; MdR for All is led by the Second District Supervisor Holly J. Mitchell and the Department of Beaches and Harbors (“Department”) to expand and improve the access and use of Marina del Rey for Los Angeles residents, businesses, and visitors; One of the key strategies of the MdR for All motion is to maximize the use of County-owned land to create generational community benefits, including affordable housing;

**WHEREAS**, the Department, on behalf of the County, would like to enter into an Exclusive Negotiation Agreement (“ENA”) between the County and Mercy Housing California (“Mercy”), a California nonprofit organization, to negotiate the potential development of an affordable housing project on the Property;

**WHEREAS**, pursuant to the Surplus Land Act, Government Code section 54220, et seq. (“Act”), “surplus land” is land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is either surplus land or exempt surplus land and is not necessary for the agency’s use;

**WHEREAS**, pursuant to the Act, land shall be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures;

**WHEREAS**, the Board's priorities for the potential development of the Property is to advance the County's overall mission to address current housing needs, the need to expand and improve the access and use of Marina del Rey for Los Angeles residents, and one of the key strategies of the MdR for All motion is to maximize the use of County-owned land to create generational community benefits, including affordable housing;

**WHEREAS**, the Board hereby declares, pursuant to Government Code section 54221(f)(1)(A), that the Property is exempt surplus land as the County issued an open, competitive bid by issuing its Request for Proposals, for the potential development of the Property envisioning a 100 percent affordable housing project to provide housing affordable to persons and families of low or moderate income, and that this use is in the County's best interests; and

**WHEREAS**, pursuant to Government Code section 54222.3, the Act is inapplicable to the disposal of exempt surplus land by a local agency.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Los Angeles hereby finds, determines, resolves and orders as follows:

**Section 1.** The above recitals are true and correct and are incorporated herein.

**Section 2.** The Board hereby declares that the Property is exempt surplus land pursuant to Government Code section 54221(f)(1)(A).

**Section 3.** The Director, or designee, of the Department, is hereby directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the Surplus Land Act Guidelines.

**Section 4.** The Director, or designee, of the Department, is hereby authorized, to do all things which may be deemed necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

**Section 5.** This Resolution shall become effective immediately upon its adoption.



The foregoing Resolution of the County of Los Angeles declaring certain property exempt surplus land was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Board of Supervisors of  
the County of Los  
Angeles

By

\_\_\_\_\_  
Chair of the Board of Supervisors

ATTEST:  
EDWARD YEN,  
Executive Officer  
Of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By: *Dawyn R. Harrison*  
Deputy County Counsel