



Caring for Our Coast



Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 26, 2023

TO: Beach Commission
Catrina M. Lore for
FROM: Gary Jones, Director

SUBJECT: **BEACH COMMISSION AGENDA – July 26, 2023**

Enclosed is the agenda for the in person Commission meeting of July 26, 2023, which will also be broadcast virtually, along with the enclosed April 26, 2023 meeting minutes, reports related to Agenda Items 3A, 4A, 4B, 4C, 4D, 5A, 5B, 5C and the Beach Commission Attendance Report.

Please contact Donalyn Anderson at (424) 525-7873 if you have any questions or need additional information.

GJ:CML:da

Enclosures





County of Los Angeles Beach Commission

13837 Fiji Way, Marina del Rey, CA 90292
Phone: (310) 305-9546 Fax: (310) 822-0119
Web Page: <http://beaches.lacounty.gov>



AGENDA

REGULAR Meeting of the Beach Commission

July 26, 2023

9:30 a.m.

Burton Chace Park Community Room

13650 Mindanao Way

Marina del Rey, CA 90292

Members of the public may provide comment during the meeting in person and may also submit written comments prior to the meeting by emailing info@bh.lacounty.gov.

To observe the meeting online via Zoom, click the following link:
beaches.lacounty.gov/watch-beach-commission-meeting

To listen to the meeting via phone:

Dial (669) 444-9171, then enter Meeting ID # 868 8183 6538

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

2. APPROVAL OF MINUTES

Minutes April 26, 2023

3. OLD BUSINESS

- | | |
|--|----------------|
| A. <i>Can the Trash!</i> Poster Contest Winners/Update | (PRESENTATION) |
| B. Commission D.E.I. Subgroup | (DISCUSSION) |

4. NEW BUSINESS

- | | |
|---|----------------|
| A. Summer Activities Update | (PRESENTATION) |
| B. Topanga Lagoon Restoration | (PRESENTATION) |
| C. Manhattan Beach 26 th Street Infiltration Project | (ACTION) |
| D. Women and Girls Initiative | (PRESENTATION) |

5. STAFF REPORTS

- | | |
|------------------------------------|----------|
| A. Ongoing Activities Report | (REPORT) |
| B. Beach Special Events/Activities | (REPORT) |
| C. Beach Projects Report | (REPORT) |
-

Teresa Furey, Chair
Damon K. Nagami,
Vice Chair

Michael Bustamante
Rosi Dagit
Cris B. Liban

Angela Mooney D'Arcy
Sharon Musa
Anthea Raymond

Shannon Ross
Bruce Saito
Kurt Weideman

D. Lifeguard Report

(REPORT)

6. COMMISSIONER COMMENTS

7. COMMUNICATION FROM THE PUBLIC

Communication from the public will be from those who attend in person.

8. NEXT MEETING DATE & LOCATION

October 25, 2023 9:30 a.m. at Burton Chace Park

PLEASE NOTE:

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

Department of Beaches and Harbors' Website: marinadelrey.lacounty.gov

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

Marina del Rey Visitors 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

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

ADA ACCOMMODATIONS: 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 Disability 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.

COUNTY OF LOS ANGELES BEACH COMMISSION
MINUTES OF APRIL 26, 2023 MEETING

COMMISSIONERS PRESENT

Teresa Furey, Chair
Michael Bustamante
Rosi Dagit
Cris B. Liban
Angela Mooney-D'Arcy
Damon K. Nagami
Anthea Raymond
Kurt Weideman

ABSENCES

Sharon Musa
Bruce Saito

STAFF PRESENT

Gary Jones, Director, Beaches and Harbors
Carol Baker, Deputy Director, Community and Operational Services
Catrina Love, Division Chief, Community and Marketing Services Division
Ken Foreman, Division Chief, Operational Services Division
Maral Tashjian, Section Head, Planning & Environmental Planning Specialist
Porsche Nauls, Facilities Planner II
Joan Hernandez, Program Manager II, Community and Marketing Services Division
Sevanna Hartonians, Deputy County Counsel
Fernando Boiteux, Chief Lifeguard, Los Angeles County Fire Department

MEETING LOCATION

Burton Chace Park Community Room and online via Zoom

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

Chair Teresa Furey called the meeting to order at 9:31 a.m. and read the Land Acknowledgement. At Chair Furey's request, Commissioner Kurt Weideman led commissioners in reciting the Pledge of Allegiance. Chair Furey then provided meeting instructions to participants.

Chair Furey announced the resignation of Commissioner Robert Bartlett from the Fourth District and recognized his years of service as a Los Angeles County Ocean Lifeguard and Beach Commissioner.

2. APPROVAL OF MINUTES

Chair Furey requested a motion to approve the January 26, 2023, minutes. Commissioner Kurt Weideman so moved; the motion was seconded by Commissioner Rosi Dagit.

Ayes: 8. Chair Teresa Furey, Commissioners Michael Bustamante, Rosi Dagit, Cris Liban, Angela Mooney D'Arcy, Damon K. Nagami, Anthea Raymond, Kurt Weideman

The minutes were approved.

3. OLD BUSINESS

A. ELECTION AND INSTALLATION OF VICE CHAIR

Deputy Director Carol Baker noted that the Los Angeles County Board of Supervisors approved the Beach Commission Bylaws and an update to the County Code to include the Second District in the Commission's leadership rotation. She said the nominating committee put forth Commissioner Damon Nagami's name as Vice Chair. Commissioner Weideman moved to elect Commissioner Nagami as Vice Chair, and the motion was seconded by Commissioner Angela Mooney D'Arcy.

Ayes: 8. Chair Teresa Furey, Commissioners Michael Bustamante, Rosi Dagit, Cris Liban, Angela Mooney D'Arcy, Damon K. Nagami, Anthea Raymond, Kurt Weideman

Chair Furey congratulated Vice Chair Nagami. Vice Chair Nagami said he is looking forward to serving with Chair Furey.

B. CAN THE TRASH! UPDATE

Chair Furey introduced Mr. Joan Hernandez to provide an update on the *Can the Trash!* Clean Beach Poster Contest winners. He showed some winning submissions from the 2023 poster contest and said winners will be officially announced on Memorial Day. He said posters would be displayed on beach trash cans about the same time. He said that the Department of Beaches and Harbors would partner with Heal the Bay to host a Kids Earth Day Beach Cleanup at Dockweiler Youth Center on April 29, 2023.

C. COMMISSION SUBGROUP

Ms. Baker thanked Commissioners Anthea Raymond, Mooney D'Arcy, Cris Liban and Sharon Musa, as well as Vice Chair Nagami, for volunteering for the Commission Subgroup. She said the Antiracism Initiative and the Women and Girls Initiative would be topics of discussion and that goals were set for service delivery and Departmental practices. The Commission will be updated regularly with what discussions take place.

Commissioner Liban commented that his agency, LA Metro, has been involved with the Women and Girls and youth efforts. He offered his assistance.

4. NEW BUSINESS

A. BALLONA CREEK TRASH INTERCEPTOR

Chair Furey introduced Tiffany Chang and Omar Abdelhadi from the Los Angeles County Department of Public Works (DPW) for a presentation on the Ballona Creek Trash Interceptor Pilot Project.

During the presentation, Mr. Abdelhadi provided background on the Ballona Creek watershed and an overview of trash mitigation efforts and challenges. He explained The Ocean Cleanup Foundation and DPW partnered to deploy an Interceptor in October 2022.

Ms. Chang talked about the boom operations of the Interceptor, as well as the collection, hauling, offloading and disposal of trash. She noted the significant reduction of debris reported on beaches since the Interceptor was deployed. She said the pilot program is anticipated to last through April 2024, which would encompass two full storm seasons.

Commissioner Weideman asked if Ballona Creek is considered one of the 1,000 waterways that contribute 80% of the plastic pollution in the world. Ms. Chang said Ballona Creek is not.

Mr. Mark Beltran of DPW said although it's not one of the 1,000 polluting rivers, this pilot project was opportunity to address a local issue and create a partnership with The Ocean Cleanup Foundation.

Commissioner Rosie Dagit asked if the pilot program would be extended past 2024 and if so, what the costs would be. Ms. Chang said if permanent placement is pursued, the interceptor would need to be removed from its current location during the process.

Commissioner Liban asked how the performance of the Interceptor in Ballona Creek compares to other ones around the world. Ms. Chang said it is difficult to compare because Ballona Creek is the first location that is tidally influenced.

Commissioner Raymond asked who moves the boom for the Interceptor. Ms. Chang said County-contracted operator Ocean Blue assists with deploying the boom and offloading operations. Commissioner Raymond complimented the educational signage for the Interceptor.

B. SUSTAINABILITY ROAD MAP

Chair Furey introduced Ms. Porsche Nauls, who updated the Commission on the Department's Sustainability Road Map. She discussed Division roles and responsibilities, OurCounty sustainability plan, goals, actions, and achievements.

Commissioner Angela Mooney D'Arcy asked if the Department would consider working

with local tribal coastal communities regarding coastal and native plant resiliency. She said it would be a good opportunity for reciprocity, to learn about traditional ecological knowledge practices, and to help reconnect coastal tribal folks with their ancestral homelands. She also suggested reaching out to Tongva and Chumash tribal nations regarding civic art.

Commissioner Dagit asked for the timeline to complete the installation of electric car chargers. Ms. Nauls replied that the Zuma Beach project was scheduled to start that week, while most of the other projects were in the design process.

Vice Chair Nagami asked if the Department was planning to apply for available funding for coastal resiliency and climate studies through the Inflation Reduction Act and the Bipartisan Infrastructure Law. Ms. Maral Tashjian replied the Department has a coastal resiliency section that is working on that plan. The plan's scope of work includes a study of funding sources.

Commissioner Dagit said Caltrans is one of the main beneficiaries of the Infrastructure Act and noted several examples of projects for possible funding. She recommended connecting with other County departments that are in line for assistance, as timing is crucial when planning projects years in the future.

Commissioner Raymond asked about the fishing line collection bins and related educational information. Ms. Nauls said one fishing line disposal bin is located at the middle jetty and one at the boat launch ramp. She said updated informational signs will be installed in those areas and others. Ms. Tashjian said problem areas have been pinpointed, and opportunities for expansion are possible. She welcomed suggestions from Commissioners.

Commissioner Liban congratulated the roadmap team on their significant progress and offered his assistance. Ms. Tashjian said the team is doing as much as possible, despite its small size, and was coordinating with other Department divisions and relevant outside stakeholders, such as The Bay Foundation.

C BLUE FLAG PROGRAM

Ms. Nauls announced that Westward Beach, which is adjacent to Zuma Lagoon, received one of the first two Blue Flags awarded in the continental U.S., Alaska, and Hawaii. Blue Flag is a voluntary international eco-award program for beaches, marinas, and tourism boats in over 48 countries. To receive the award, beaches must annually comply with 33 criteria in the categories of environmental education, water quality, environmental management, and safety and services.

Commissioner Dagit congratulated everyone in the Department who was involved with the efforts to obtain the Blue Flag award.

Director Gary Jones congratulated Ms. Nauls and Ms. Tashjian and thanked their team for their hard work. He also thanked Chief Lifeguard Fernando Boiteux for the L.A. County lifeguards' assistance. He said the Department will proudly fly the Blue Flag. He said the Department sent out press releases and is looking forward to working with Supervisor Horvath and her staff.

D. WINTER STORM EROSION

Division Chief Ken Foreman spoke about winter storm events and their effects on the coast. He noted debris flows caused by flooding, coastal erosion, unmoored boats and damage to the Marvin Braude Bike Trail. He also said the berms on the beaches were removed mid-March.

Commissioner Raymond asked if the boats that washed up on the beaches were legally moored. Mr. Foreman said he was not sure where they were originally moored, noting some boats lose the ability to navigate during a storm.

Commissioner Liban asked if the berms affect operations. Mr. Foreman said when berms are up, employees must drive behind them because of their length and inability to support vehicles.

Commissioner Raymond asked if the Department works with other County departments to move sediment to beach areas experiencing erosion. Mr. Foreman said discussions have occurred; however, the material must be compatible, transportation is difficult, and the process can be very expensive.

E. WHITE POINT/ROYAL PALMS POST INCIDENT RESPONSE

Mr. Foreman discussed two non-fatal shootings that occurred on L.A. County beaches over the past couple months. The first occurred at White Point/Royal Palms on March 4, 2023. He said it happened despite additional security measures added after a shooting last year. He said due to cameras at the site, one of the five suspects involved was apprehended. He praised the lifeguard on duty who treated those injured. Mr. Foreman shared some ideas considered during meetings with L.A. County Supervisor Hahn, L.A. City Councilman Tim McOske and law enforcement.

The second shooting occurred during an argument at a large, unauthorized party at Dockweiler State Beach in early April 2023. Mr. Foreman said Department staff is monitoring social media sites for unpermitted events and sending cease and desist notices and alerting enforcement.

Commissioner Raymond asked if the beaches are closed at midnight. Ms. Baker said yes. She also said parking lot management may reduce some of the issues on the beach, so the Department has partnered with Los Angeles Police Department (LAPD) for assistance clearing and ticketing vehicles when the lots close on Friday, Saturday, and Sunday. She

said the fire pits at Dockweiler can make evening activities more complicated.

Commissioner Dagit said illegal fires are common at the beaches, and she asked if the Department follows social media for those events and whether the Los Angeles County Sheriff's Department is responsive. Ms. Baker said she hopes the Department's beach units and LAPD will partner up during the summer to address illegal bonfires.

5. STAFF REPORTS

A. ONGOING ACTIVITIES REPORT

Ms. Baker highlighted the Environmental Dumping motion, which could result in the Department getting court referrals for community service.

B. BEACH SPECIAL EVENTS/ACTIVITIES

Division Chief Catrina Love announced the reopening of the Dockweiler Youth Center after a two-year closure. She noted upcoming events, including Kids Earth Day at Dockweiler Beach and Marina Culture Jam at Burton Chace Park, as well as the success of the Dragon Boat Festival on March 4, 2023. She thanked Commissioner Raymond and Vice Chair Nagami for joining the Department's VIP team at the races.

C. BEACH PROJECTS REPORT

Mr. Foreman said the Department is trying to complete as many projects as possible before the summer season. He highlighted the completion of several projects at White Point/Royal Palms, including the repair of a restroom that hadn't been operational for over two years.

D. LIFEGUARD REPORT

Chief Lifeguard Boiteux said 45 new ocean lifeguards would graduate from two ocean lifeguard academies on May 4, 2023. Annual training for about 700 seasonal staff would also start soon, and 4,300 children signed up for junior lifeguard training.

6. COMMISSIONER COMMENTS

Commissioner Dagit announced the monthly meeting of the Surfrider Foundation would take place that evening at the Patagonia store on Third Street Promenade, with focus of conversation on the removal of the dam in Malibu Creek. She also said the Resource Conservation District of the Santa Monica Mountains is starting a new program called Wild City, and a public stakeholder meeting regarding the Topanga Lagoon restoration progress would be held June 17, 2023.

7. COMMUNICATION FROM THE PUBLIC

There were no comments from public.

8. ADJOURNMENT / NEXT MEETING DATE & LOCATION

Chair Furey asked for a motion to adjourn. Commissioner Weideman so moved; the motion was seconded by Commissioner Dagit. There were no objections.

Chair Furey adjourned the meeting at 11:42 a.m.

Respectfully Submitted, Donalyn Anderson
Commission Secretary



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

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Gary Jones
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Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 26, 2023

TO: Beach Commission
FROM: *Carmen M. Lore for*
Gary Jones, Director

SUBJECT: ITEM 3A – CAN THE TRASH! UPDATE

Program Manager II Joan Hernandez will provide an update on the Department's *Can the Trash!* program.

GJ:CML:da





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♦ ♦ ♦
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Deputy Director

July 26, 2023

TO: Beach Commission
Catrina M. Love for
FROM: Gary Jones, Director

**SUBJECT: ITEM 4A – OPERATIONAL SERVICES AND COMMUNITY AND
MARKETING DIVISIONS SUMMER ACTIVITIES**

Division Chiefs Catrina Love and Kenneth Foreman will present on the Department's Community and Marketing and Operation Services Divisions Summer activities.

GJ:CML:da





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♦ ♦ ♦
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Chief Deputy Director

Carol Baker
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LaTayvius R. Alberty
Deputy Director

July 26, 2023

TO: Beach Commission
Catrina M. Loefer
FROM: Gary Jones, Director

SUBJECT: ITEM 4B – TOPANGA LAGOON RESTORATION

California State Parks, Caltrans, Los Angeles County Department of Beaches and Harbors and the Resource Conservation District of the Santa Monica Mountains are working to restore the Topanga Lagoon ecosystem, one of the last coastal wetlands in Southern California. Despite shrinking from 30 acres to only about a half-acre, lagoon is a natural filtration system, stormwater buffer, and home to rare and endangered species, and its associated beach sees more than one million visitors annually. The Topanga Lagoon Restoration project aims to preserve and expand the area's biological, cultural and recreational resources.

Speaker: Rosi Dagit, Senior Conservation Biologist, Resource Conservation District of the Santa Monica Mountains

Senior Conservation Biologist Rosi Dagit has been working to conserve nature's resources throughout the Santa Monica Mountains since 1987. Ms. Dagit has served as the Principal Investigator or Lead Scientist for a variety of long-term research and monitoring projects, including those concerning the federally endangered steelhead trout and tidewater gobies. Prior to coordinating the planning and grant funding for the Topanga Lagoon Restoration Project, she was instrumental in creating the Topanga Creek Watershed Committee, where she served as coordinator from 1998 – 2003, and her expertise in strategic resource planning and implementation resulted in the restoration of Lower Topanga Creek by removal of the Rodeo Grounds Berm in 2008.

As technical advisor and editor, she helped develop a multitude of conservation management plans for the Topanga Creek watershed and L.A. County's oak and native



trees, as well as a rapid response plan for invasive beetles in the Santa Monica Mountains. Ms. Dagit currently serves as a technical advisor to the California Oak Foundation and the Caltrans Fish Passage Advisory Committee Leadership Action Team. She has served on the Los Angeles County Beach Commission since 1996.

GJ:CML:nvm

Topanga Lagoon Restoration Project

California State Parks, CalTrans, Los Angeles County Department of Beaches and Harbors and the Resource Conservation District of the Santa Monica Mountains are working to restore the Topanga Lagoon ecosystem, one of the last coastal wetlands in Southern California.

The Project Area

The Topanga Lagoon Restoration area is managed by three public agencies:



Lagoon Background

Topanga Lagoon is special—one of the last remaining wetlands in southern CA. The current 1/2-acre area is a shadow of the 30-acre extent once present.

The lagoon is a natural filtration system, stormwater buffer, and hosts rare and endangered species. Over 1 million visitors enjoy the associated beach each year.

Restoration will preserve and expand the unique biological, cultural and recreational resources of Topanga Lagoon for the future.

Get Involved!

Attend future meetings!

Join our mailing list!

Follow us on socials!

Scan the QR Code for access to it all



Topanga Lagoon Restoration Project

Key Restoration Goals

- Expand & restore lagoon ecosystem
- Provide longer bridge to benefit endangered fishes
- Improve resilience of bridge and other structures to sea level rise
- Expand the beach
- Maintain the surf break
- Improve visitor facilities, emergency services and coastal access
- Minimize harm during construction
- Create "Gateway Corner" visitor hub with interpretive center

Restoration Planning

Three different alternatives have been identified to restore the Topanga Lagoon area. All alternatives address the key project goals.

The Environmental Impact Report coming for public review in 2024!

Project Partners & Stakeholders



rcdsmm.org/topanga-lagoon-restoration



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♦ ♦ ♦
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Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 26, 2023

TO: Beach Commission
Catrina M. Love for
FROM: Gary Jones, Director

SUBJECT: ITEM 4C – MANHATTAN BEACH 26TH STREET INFILTRATION PROJECT

A presentation will be made on the 28th Street Stormwater Infiltration Project by the City of Manhattan Beach. The Project improvements focus on improving stormwater quality in alignment with environmental standards, and they include storm drain diversion, a pump station, pretreatment systems, and an underground infiltration system comprised of 40 drywells. The City has received full funding for the Project through three different funding programs and construction is set to begin in Spring 2024. A portion of the improvements are proposed within the Los Angeles County Department of Beaches and Harbors-owned 26th Street Parking Facility.

The City has an existing agreement with the Department governing the use of the parking facility, which the city currently operates and maintains; however, the project requires a new agreement. The Department requests the Beach Commission's endorsement of this new agreement.

Speakers: Jeff Fijalka, Project Manager, City of Manhattan Beach
Katie Harrel, selected consultant Project Manager, CWE

GJ:CML:da



**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF
MANHATTAN BEACH FOR THE CONSTRUCTION AND MAINTENANCE OF THE
28TH STREET STORMWATER INFILTRATION PROJECT**

This Agreement for the Construction and Maintenance of the 28th Street Stormwater Infiltration Project (hereinafter referred to as AGREEMENT), is made and entered by and between the County of Los Angeles, a body corporate and politic (hereinafter referred to as COUNTY), and the City of Manhattan Beach, a municipal corporation (hereinafter referred to as CITY). COUNTY and CITY are collectively referred to as PARTIES.

RECITALS

WHEREAS, the CITY proposes to construct the 28th Street Stormwater Infiltration Project (hereinafter referred to as PROJECT); to divert and infiltrate incoming stormwater and urban runoff to reduce contaminant discharges to Santa Monica Bay and improve water quality; and

WHEREAS, the City proposes to use a phased approach to accomplish the goals of the Project. Phase 1 includes improvements at the 26th Street Parking Facility, and Phase 2 includes improvements on the beach; and

WHEREAS, Phase 1 will maximize, to the greatest extent practicable, the volume of water diverted and infiltrated, and the City will assess improvements made to water quality through the implementation of Phase 1 to determine the need for Phase 2 implementation; and

WHEREAS, the COUNTY owns the beach and 26th Street Parking Facility, which is bounded by Manhattan Avenue and Ocean Drive on the east and west, and 26th and 27th Streets on the south and north, in the City of Manhattan Beach, hereinafter collectively referred to as COUNTY FACILITIES, depicted in Exhibit A; and

WHEREAS, the CITY currently operates and maintains the parking lots located at the COUNTY FACILITIES; and

WHEREAS, the following portions of the PROJECT (hereinafter referred to as IMPROVEMENTS), depicted in Exhibit A, are proposed to be located within COUNTY FACILITIES:

- Approximately 32 subsurface drywells with interconnecting piping,
- New perimeter retaining walls around each parking tier,
- New pervious pavement parking surface, and
- New parking lot landscape including trees, shrubs and irrigation, site lighting, payment kiosks, vehicle charging stations, electronically controlled access gates, and other appurtenant equipment and signage.

- If post construction monitoring of the infiltration system indicates the need for additional capacity, an infiltration trench and appurtenant piping may be constructed on the beach west of, and parallel to, the Marvin Braude Bike Trail between 25th and 28th Streets

WHEREAS, the COUNTY will issue a right of entry permit for each phase of the Project, (hereinafter referred to as PERMIT), upon execution of this AGREEMENT and Los Angeles County Board of Supervisors approval of the PROJECT, to the CITY for construction of the IMPROVEMENTS ; and

WHEREAS, the CITY will consider issuance of a Coastal Development Permit upon evaluation of an application and completion of associated California Environmental Quality Act (CEQA) review; and

WHEREAS, the CITY desires to construct the IMPROVEMENTS on COUNTY FACILITIES and will be solely responsible for any and all construction related to the PROJECT and IMPROVEMENTS and, any and all maintenance and/or repairs before and after the construction of the IMPROVEMENTS; and

WHEREAS, the CITY will provide long-term and routine maintenance of the finished IMPROVEMENTS and COUNTY FACILITIES; and

WHEREAS, the COUNTY's purpose for the PROJECT includes new site features and improvements to water quality in Santa Monica Bay; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1: Authorized Use

- 1.1. The CITY is authorized and permitted to use the COUNTY FACILITIES for the construction, operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and PERMIT. Any other use of the COUNTY FACILITIES or any portion thereof by the CITY is expressly prohibited.
- 1.2. The CITY is authorized and permitted to take access through the COUNTY FACILITIES and associated COUNTY property in accordance with and as depicted in Exhibit A, for the purpose of construction and maintenance of the IMPROVEMENTS.

- 1.3. The CITY's use of the COUNTY FACILITIES in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the COUNTY FACILITIES by the COUNTY, and the CITY's use of the COUNTY FACILITIES shall at no time interfere with the COUNTY's use of the COUNTY FACILITIES or the COUNTY's use of its adjacent property.
- 1.4. This AGREEMENT is valid only to the extent of the COUNTY's jurisdiction. The CITY shall be responsible for obtaining authorization from other affected persons or agencies with property rights over the PROJECT area, including obtaining the consent of the State of California and any other regulatory agencies, as necessary..

SECTION 2: Construction and Implementation of PROJECT

- 2.1. The CITY understands and acknowledges that it is required to comply with the California Environmental Quality Act (hereinafter referred to as CEQA) prior to approving the Coastal Development Permit for the PROJECT and that the CITY shall be the lead agency with respect to any and all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified below, the CITY hereby agrees to indemnify, defend, and hold harmless the COUNTY and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT that may be asserted by a third party or public agency alleging violations of CEQA or the CEQA Guidelines.
- 2.2. The CITY is responsible for obtaining and complying with any permits or approvals required by agencies (Federal, State and local) with regulatory jurisdiction over the construction and maintenance of the PROJECT and for all costs associated with obtaining and complying with the requirements and conditions of such permits or approvals including, by way of example, permit fees and compensatory mitigation expenses. The COUNTY shall not be responsible for any costs associated with the construction of the PROJECT. In addition to its other indemnification obligations in Section 7 below, the CITY hereby agrees to indemnify, defend, and hold harmless the COUNTY and their elected and appointed officers, employees, and agents from and against all claims and/or actions related to the PROJECT that may be asserted by a public agency or third-party alleging violations of Federal, State, or local laws, rules or regulations.
- 2.3. Upon completion of the construction of the PROJECT, the CITY shall provide to the COUNTY a complete set of the as-built plans for the PROJECT in an electronic format as specified by the COUNTY. In addition, the CITY shall provide geographic information system (hereinafter referred to as GIS) shapefiles for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of IMPROVEMENTS

- 3.1. The CITY shall prepare an operation and maintenance manual (hereinafter referred to as O&M MANUAL) describing the operation, maintenance, and inspection practices, all permits required by federal, state or local regulatory agencies, and procedures and standards for the PROJECT components located on property of the COUNTY, including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.
 - 3.1.1. The CITY shall not commence any work authorized by this permit until it has submitted a draft of the O&M MANUAL to the COUNTY and the COUNTY has approved the draft, which approval shall not be unreasonably withheld.
 - 3.1.2. The COUNTY shall provide the CITY with comments on the draft O&M MANUAL within thirty (30) days of submittal.
 - 3.1.3. The CITY shall incorporate any and all reasonable comments submitted by the COUNTY and shall deliver a final version of the O&M MANUAL to the COUNTY prior to completion of work authorized by this permit. If the PARTIES cannot agree as to whether the COUNTY's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.
 - 3.1.4. The work authorized by this permit shall not be deemed complete until the CITY has delivered the final version of the O&M MANUAL to the COUNTY as described above.
- 3.2. Discharges from the PROJECT shall comply with the following:
 - 3.2.1 The CITY shall not discharge any non-stormwater from the PROJECT to the COUNTY FACILITIES or to any other storm drain owned or operated by the COUNTY unless authorized by a permit to do so from the State Water Resources Control Board, the Los Angeles Regional Water Quality Control Board (Regional Board), or express written permission from the Executive Officer of the Regional Board. The CITY shall provide a copy of any such permit or express written permission to the COUNTY prior to discharging any non-stormwater from the PROJECT to the COUNTY FACILITIES or to any other storm drains owned or operated by the COUNTY.
 - 3.2.2 The COUNTY shall establish notification and monitoring requirements for discharges from the PROJECT to the COUNTY FACILITIES or to any other storm drains owned or operated by the COUNTY and shall notify

CITY of these requirements in writing not later than the date COUNTY provides the CITY with comments on the draft O&M MANUAL and the CITY shall comply with the requirements described in the written notice from the COUNTY.

- 3.2.3. The COUNTY may periodically update or revise the notification and monitoring requirements described in subsection 3.2.2 as the COUNTY deems necessary to address changes in its Municipal Separate Storm Sewer System (MS4) Permit or other regulatory requirements or its operational requirements. The COUNTY shall provide written notice to the CITY of any updated or revised requirements and the CITY shall comply with the updated or revised requirements within 30 days upon receipt of the written notice from the COUNTY.
- 3.3. The CITY shall, upon completion of construction, be solely responsible for the operation, maintenance, and repair of the PROJECT and all IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the provisions of the O&M MANUAL.
- 3.4. The COUNTY shall not be responsible for any costs associated with the operation, maintenance, and repair of the PROJECT and all IMPROVEMENTS, including but not limited to, any costs related to repairs and/or replacement of components and obtaining, complying with and renewing as necessary all permits required by federal, state or local regulatory agencies.
- 3.5. The CITY shall operate and maintain the PROJECT and all IMPROVEMENTS in a safe, clean, and orderly condition, and in compliance with the O&M MANUAL and all applicable Federal and State laws, rules and regulations, local ordinances (including the Los Angeles County Flood Control COUNTY Code) and applicable regulatory permits.
- 3.6. The CITY shall be responsible to inspect the IMPROVEMENTS and clear any obstructions, sediment, or debris that may interfere with the proper functioning of the COUNTY FACILITIES, including upstream and downstream of all connections to the COUNTY FACILITIES. The limits of the CITY's responsibility under this subsection shall be up to 100 feet for open channels and up to 50 feet for covered storm drains, from ends of connections in both directions as directed by the COUNTY, at the COUNTY's sole discretion. The CITY shall take appropriate measures to make sure sediment does not enter the COUNTY FACILITIES from the PROJECT.
- 3.7. The CITY shall provide the COUNTY with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the IMPROVEMENTS. The COUNTY shall provide the CITY with

24-hour contact information for person(s) responsible for maintaining the COUNTY FACILITIES.

3.8. The CITY shall coordinate and communicate with the COUNTY in regard to operation, maintenance, and repair activities related to the IMPROVEMENTS.

3.8.1. The CITY shall notify the COUNTY a minimum of thirty (30) days in advance of any major (non-routine) proposed maintenance activities related to the IMPROVEMENTS; provided, however, that in the event the CITY becomes aware of the need to perform any such maintenance activities less than thirty (30) days from the date it proposes to perform said activities, it shall notify the COUNTY immediately upon determining to perform the activities.

3.8.2. The CITY shall notify the COUNTY a minimum of two (2) weeks in advance of accessing the COUNTY FACILITIES to perform any activities which require permits from County or any government agencies related to the IMPROVEMENTS including, but not limited to, staging for any repairs, except for routine maintenance such as trash removal, routine cleaning, and minor repairs.

3.8.3. The CITY shall provide the COUNTY with an annual summary report of its operations and maintenance of the IMPROVEMENTS and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:

- a. Name of PROJECT;
- b. Location description;
- c. Project contact information;
- d. Description of the PROJECT and its function and direct impact to the COUNTY FACILITIES and/or other COUNTY right of way;
- e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, non-routine, and emergency), date and time of activities, and description of work performed;
- f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and post-repair photographs, date and time of repairs;
- g. Summary of public inquiries and complaints related to the PROJECT and the CITY'S response;
- h. Summary of volume captured or discharged from PROJECT;
- i. Status of any regulatory permits affecting the operation or maintenance of the IMPROVEMENTS;

- j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the IMPROVEMENTS;

3.8.4. The annual summary report shall be mailed to the following address by July 30th each year:

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

- 3.9. The COUNTY shall immediately coordinate and communicate with the CITY regarding any maintenance activities by the COUNTY related to the COUNTY FACILITIES that may impact the IMPROVEMENTS.
- 3.10. If the CITY fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the COUNTY reserves the right to remedy any such maintenance deficiency that the COUNTY determines impairs the functioning of the COUNTY FACILITIES or the COUNTY's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the COUNTY shall provide written notice to the CITY of the deficiency. If the CITY fails to correct the deficiency within thirty-five (35) days from the date of the notice or such longer period as the COUNTY, in its sole discretion may agree to, the COUNTY shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the COUNTY determines that immediate remedial action is required to prevent or mitigate a dangerous condition, the COUNTY shall be entitled to implement the remedial action(s) after giving the CITY as much notice as the COUNTY determines is feasible under the circumstances, including providing the CITY with an estimate of the cost associated with such remediation. If the COUNTY takes any remedial action pursuant to this Section, it shall prepare and send to the CITY an invoice for all work undertaken by the COUNTY to remedy any maintenance deficiency, and the CITY shall, within thirty (30) days from the receipt of the invoice, reimburse the COUNTY for all costs and expenses reasonably incurred by the COUNTY to remedy said deficiency.
- 3.11. The CITY shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc. The COUNTY shall forward to the CITY any community relations, public inquiries, complaints, etc., related to the PROJECT.

SECTION 4: Term

- 4.1. The term of this AGREEMENT shall be for fifty (50) years (Initial Term), subject to the COUNTY's right to terminate the CITY'S use as provided for in Section 5 in this AGREEMENT.
- 4.2. This AGREEMENT shall expire at the end of the Initial Term provided; however, the Director of the Department of Beaches and Harbors of the COUNTY or his designee may extend the term of this AGREEMENT, beyond the Initial Term, up to ten (10) years, subject to such terms and conditions as they deem appropriate, upon receipt of a written request from the CITY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 5: Termination of AGREEMENT

- 5.1. The COUNTY shall have the right to terminate this AGREEMENT by giving the CITY at least one hundred eighty (180) days prior written notice, under the following conditions:
 - 5.1.1. The COUNTY proposes a project for flood control, water conservation and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and
 - 5.1.2. The COUNTY determines, in good faith, that the IMPROVEMENTS or any portion thereof, would be substantially incompatible with the COUNTY's proposed project; and
 - 5.1.3. The COUNTY has notified the CITY of the basis for the COUNTY'S determination that a substantial incompatibility will exist and has provided the CITY with a reasonable opportunity to propose modifications to the IMPROVEMENTS that will eliminate the incompatibility; and
 - 5.1.4. After consideration of any such modifications proposed by the CITY, the COUNTY, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantial incompatibility would still exist.
- 5.2. The COUNTY shall have the right to terminate this AGREEMENT in the event the CITY breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time up to a maximum of one hundred twenty (120) days from the date the COUNTY provides written notice of said breach or breaches to the CITY. Upon receipt of a written notice of breach, the CITY shall, within forty-five (45) days of the date of the written notice, send the COUNTY a written response describing the corrective measures that the CITY proposes to implement. The PARTIES shall thereafter promptly meet and confer, in good faith, to reach agreement on the corrective measures. The CITY shall not

implement any corrective measure until it has been approved and agreed upon by the COUNTY.

- 5.3. The COUNTY shall have the right to terminate this AGREEMENT if construction of the PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.
- 5.4. The COUNTY shall have the right to suspend or terminate this AGREEMENT in the COUNTY's sole discretion, in the event the COUNTY determines, in good faith, that it is necessary for the COUNTY to enter and take exclusive possession of the COUNTY FACILITIES or any portion thereof, in order to respond to an emergency as defined in Public Contract Code Section 1102.
- 5.5. The CITY shall have the right to terminate this AGREEMENT for any reason, by giving the COUNTY at least sixty (60) days prior written notice, subject to the CITY's obligation to remove the IMPROVEMENTS described in Section 6, below.

SECTION 6: Removal of IMPROVEMENTS and Restoration of the COUNTY FACILITIES

- 6.1. Upon termination of this AGREEMENT, the COUNTY may, in its sole discretion, provide a written notice to the CITY to remove all or any portion of the IMPROVEMENTS, and to restore the COUNTY FACILITIES to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off all connections between PROJECT and COUNTY FACILITIES). If the COUNTY provides such notice, the CITY shall comply with said notice within a reasonable time, but in no event exceeding one year from the date of the notice or such longer period as the COUNTY may in its sole discretion agree to.
- 6.2. Prior to commencing the removal of any IMPROVEMENTS within the COUNTY FACILITIES, the CITY shall apply for and obtain any and all other necessary local, State, and Federal permits applicable to the removal of the IMPROVEMENTS.
- 6.3. If the CITY fails to comply with the COUNTY's notice referred to in subsection 6.1, the COUNTY may, in its sole discretion, remove any or all IMPROVEMENTS referenced in the COUNTY's notice to the CITY. In addition to its other indemnification obligations below, the City hereby agrees to indemnify, defend, and hold harmless the County and their elected and appointed officers, employees, and agents from and against all claims and/or actions related to the County's removal of the IMPROVEMENTS that may be asserted by a public agency or third-party alleging violations of Federal, State, or local laws, rules or regulations.
- 6.4. If the COUNTY removes any IMPROVEMENTS pursuant to subsection 6.3, the COUNTY shall submit a billing invoice to the CITY indicating the costs and

expenses reasonably incurred by the COUNTY in connection with the removal of the IMPROVEMENTS and the CITY shall reimburse the COUNTY all such costs and expenses within thirty (30) days of the CITY's receipt of a billing invoice from the COUNTY.

SECTION 7: Miscellaneous Provisions

7.1. Damage to COUNTY FACILITIES or PROJECT

7.1.1. If any components of the PROJECT are damaged by any negligent act or omission of the COUNTY, the COUNTY shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The COUNTY shall be responsible for all costs related to these repairs and/or replacements.

7.1.2. If any components of the COUNTY FACILITIES are damaged by any negligent act or omission of the CITY (including its consultants and contractors), the CITY shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The CITY shall be responsible for all costs related to these repairs and/or replacements.

7.2. The COUNTY shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, or any portion thereof.

7.3 Deed Restriction. The COUNTY has a deed restriction on the COUNTY FACILITY where the PROJECT is to be constructed. Due to the public benefit of the Project, to the extent the Project would conflict with the restrictions and conditions found in the Grant Deed recorded as document number 95-1527005 transferring the subject property where the Project is located from the State of California to the County of Los Angeles, the State of California has waived any such deed restrictions or conditions for this Project (see attached as Exhibit B Letter from State and Grant Deed).

7.4. Indemnification, Release, and Insurance.

7.4.1.

The City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers 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 or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

7.4.2. The CITY releases the COUNTY and waives all rights to damages for any loss, costs, or expenses the CITY may sustain as a result of any damage to, or destruction of, the PROJECT, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the COUNTY FACILITIES, except to the extent such damages are caused by the negligence or willful misconduct of the COUNTY or its officers, employees or contractors.

7.4.3. Without limiting the CITY's indemnification of the COUNTY, the CITY shall procure and/or maintain, in full force and effect during the term of this AGREEMENT, insurance policies or a program of self-insurance providing for the following coverage related to the IMPROVEMENTS:

7.4.3.1. Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than two million dollars (\$2,000,000) per occurrence.

7.4.3.2. Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the COUNTY and the CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, the CITY in the course of carrying out the work or services contemplated in this AGREEMENT.

7.4.3.3. Automobile Liability Insurance: the CITY shall procure such policy with coverage of not less than one million dollars (\$1,000,000) per accident.

7.4.3.4. The COUNTY, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. The CITY shall furnish to the COUNTY a Policy of Insurance evidencing the CITY'S insurance coverage no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, the CITY shall furnish to the COUNTY a Certificate evidencing the CITY's continued insurance coverage as required herein.

7.4.3.5. Should the CITY elect to comply with this section through a program of self-insurance, CITY shall provide a Certificate of

Self-Insurance to COUNTY indicating limits of such self-insurance coverage that meet or exceed those stated herein.

- 7.5. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- 7.6. Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other Party.
- 7.7. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- 7.8. Waiver. Waiver by any Party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.
- 7.9. Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.
- 7.10. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language.
- 7.11. Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any other provisions. If any provision of this AGREEMENT is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this AGREEMENT.
- 7.12. Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire Agreement.

7.13. Administration. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this AGREEMENT on behalf of such Party.

7.14. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Department of Beaches and Harbors
[address]
Attention: Deputy Director
Phone No.:
Fax:

City of Manhattan Beach
Public Works Department
3621 Bell Avenue, Manhattan Beach, CA 90266
Attention: Public Works Director
Phone No.: (310) 802-5303

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section, including personnel changes.

IN WITNESS WHEREOF, COUNTY and CITY have caused this AGREEMENT to be executed by their respective duly authorized officers, by COUNTY on _____, 2023; by CITY on _____, 2023.

COUNTY OF LOS ANGELES,
A body corporate and politic

By _____

APPROVED AS TO FORM:

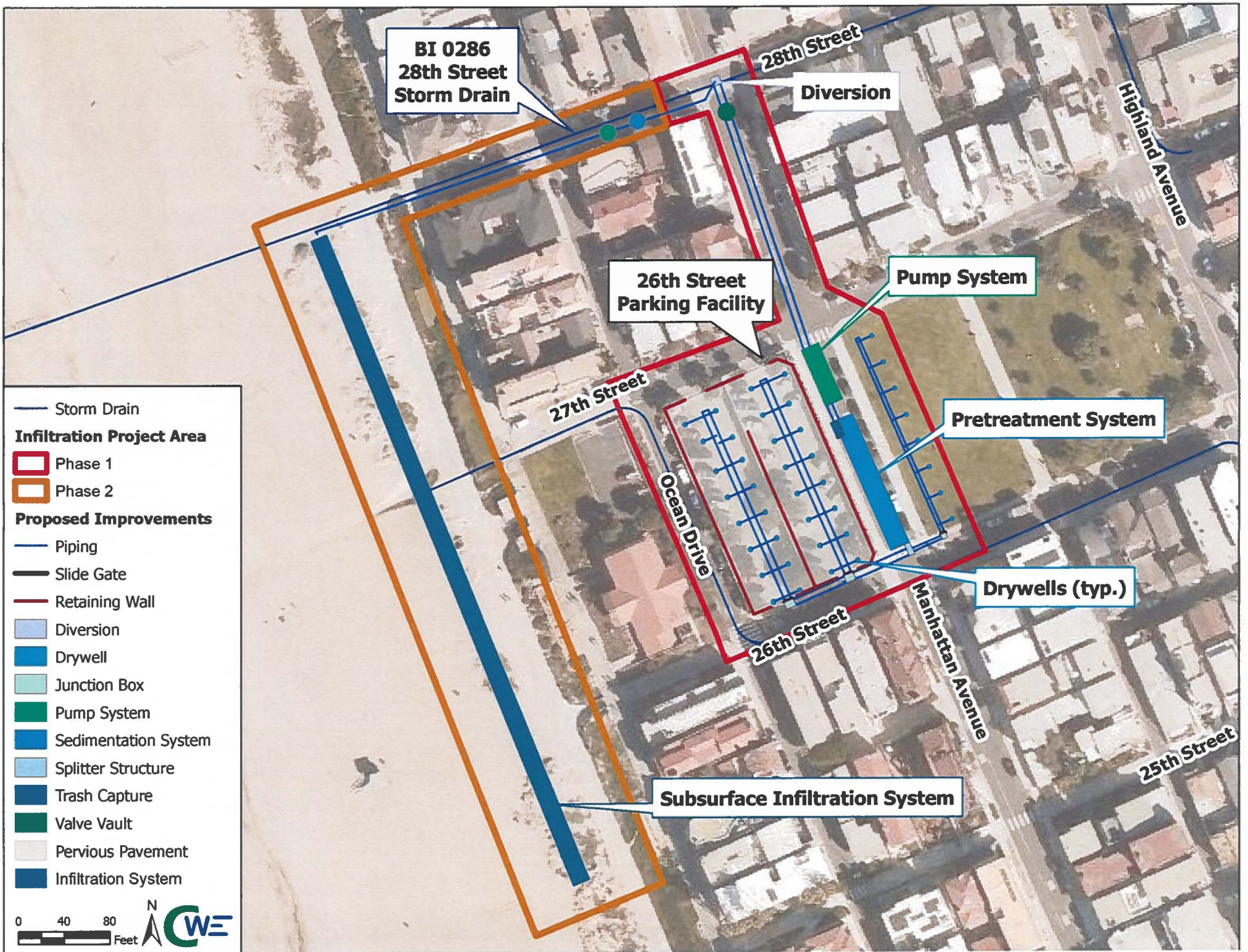
By _____
Deputy County Counsel

<CITY>

By _____
<name>, Mayor

APPROVED AS TO FORM:

By _____
<name>, City Attorney





XXXXXX, 2023

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

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Albery
Deputy Director

Dear Supervisors:

**APPROVAL TO ENTER INTO AN AGREEMENT WITH THE CITY OF MANHATTAN
BEACH TO BUILD 28th STREET STORMWATER INFILTRATION PROJECT IN
MANHATTAN BEACH
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests the Board's approval of the proposed agreement with the City of Manhattan Beach to build a stormwater drain infiltration system, with associated landscape, at a County-owned beach and parking lot in the City of Manhattan Beach.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed agreement (Agreement) is exempt from the California Environmental Quality Act for the reasons stated in this Board Letter.
2. Approve and authorize the Chair of the Board to sign the attached Agreement pertaining to the installation and maintenance of a storm drain infiltration system and associated landscape at County-owned beach and parking lot at 26th Street in the City of Manhattan Beach.
3. Authorize the Director of Beaches and Harbors to execute any consents, permits, and related documentation, approved as to form by County Counsel, necessary to effectuate the terms of the Agreement.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Manhattan Beach (City) proposes to implement the 28th Street Stormwater Drain Infiltration Project (Project) to improve water quality at the beach and for the Santa Monica Bay. The primary goal of the Project is to improve water quality locally, on the beach, and in the Santa Monica Bay by reducing bacterial discharge from the storm drain system and reducing trash/debris discharge from the storm drain system. The project will generate additional benefits, including enhancing beach conditions, reducing the potential for beach closure, providing an enhanced environment for marine life, creating educational and outreach opportunities for the local community, and improving the 26th Street parking facility.

The City proposes to use a phased approach to accomplish the goals of the Project. Phase 1 includes improvements at the 26th Street Parking Facility, and Phase 2 includes improvements on the beach. Phase 1 will maximize, to the greatest extent practicable, the volume of water diverted and infiltrated, and the City will assess improvements made to water quality through the implementation of Phase 1 to determine the need for Phase 2 implementation

Implementation of a beach infiltration system was identified as the highest priority capital project for the City in the Beach Cities Enhanced Watershed Management Program (EWMP). The EWMP was developed in a collaborative effort involving the Cities of Manhattan Beach, Hermosa Beach, Redondo Beach, Torrance, and the Los Angeles County Flood Control District (LACFCD). The EWMP identified capital improvement projects in the participating jurisdictions to help improve water quality and address applicable pollutants in the Santa Monica Bay, specifically related to bacteria.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The proposed actions will have no direct fiscal impact on the County, as the proposed Agreement does not trigger any financial obligation for the County. The County is not contributing to the costs of the project. Additionally, the Department anticipates no impact to its operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the 26th Street parking lot, more particularly described as bounded on the west by Ocean Drive, on the east by Manhattan Ave., on the north by 27th Street, and on the south by 26th Street, in the City of Manhattan Beach, as shown on Exhibit A. Said parking lot contains a total of 70 parking spaces and 35 dual meters. The County has an existing agreement with the City of Manhattan Beach to operate and maintain the parking lot. The City shall provide and pay for full maintenance, servicing, structural repairs and operation of any parking lots, parking meters, retaining walls, fences and adjacent landscaped areas and improvements. Phase 1 improvements focus on the 26th Street Parking Facility. Following implementation of Phase 1, the improvements to water quality will be monitored and assessed to determine the need and goals for Phase 2 implementation. If construction of Phase 2 is necessary, it will include improvements on the beach. The proposed Project areas for each phase is shown on Exhibit B.

The Department staff and City staff have negotiated the terms of the proposed Agreement which will require the City to repave the parking lot and improve the adjacent landscaping. County Counsel has reviewed the terms as to form.

Due to the public benefit of the Project, to the extent the Project would conflict with the restrictions and conditions found in the Grant Deed recorded as document number 95-1527005 transferring the subject property where the Project is located from the State of California to the County of Los Angeles, the State of California has waived any such deed restrictions or conditions for this Project.

At its meeting on July 26, 2023, the Beach Commission unanimously _____ the Director's recommendation that your Board approve and execute the proposed Agreement.

ENVIRONMENTAL DOCUMENTATION

Per the proposed Agreement, the City of Manhattan Beach is responsible for all California Environmental Quality Act (CEQA) compliance and Coastal Commission permit approval. The proposed Agreement is categorically exempt pursuant to Section 15301 of the State CEQA Guidelines (Existing Facilities), as the proposed action involve negligible or no expansion of existing or former use and will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

It is recommended that your Board approve the proposed Agreement and instruct the Chair of the Board to sign the Agreement and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors. Should you have any questions please contact Amir Tadros at (424) 526-7743 or atadros@bh.lacounty.gov.

Respectfully submitted,

GARY JONES

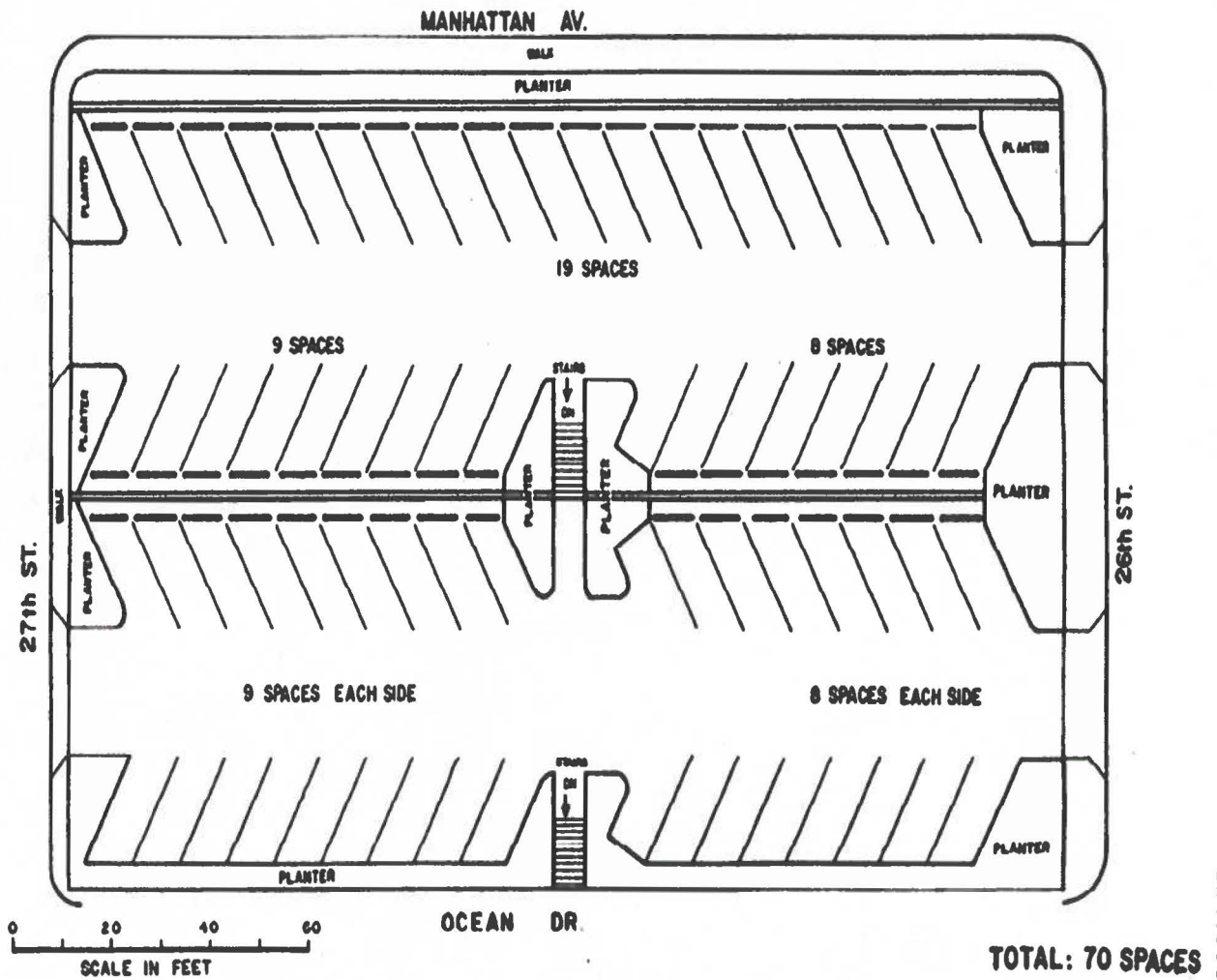
Director

GJ:AC:LA:SP:at

Enclosures (2)

c: Chief Executive Officer
County Counsel
Executive Office

Exhibit A



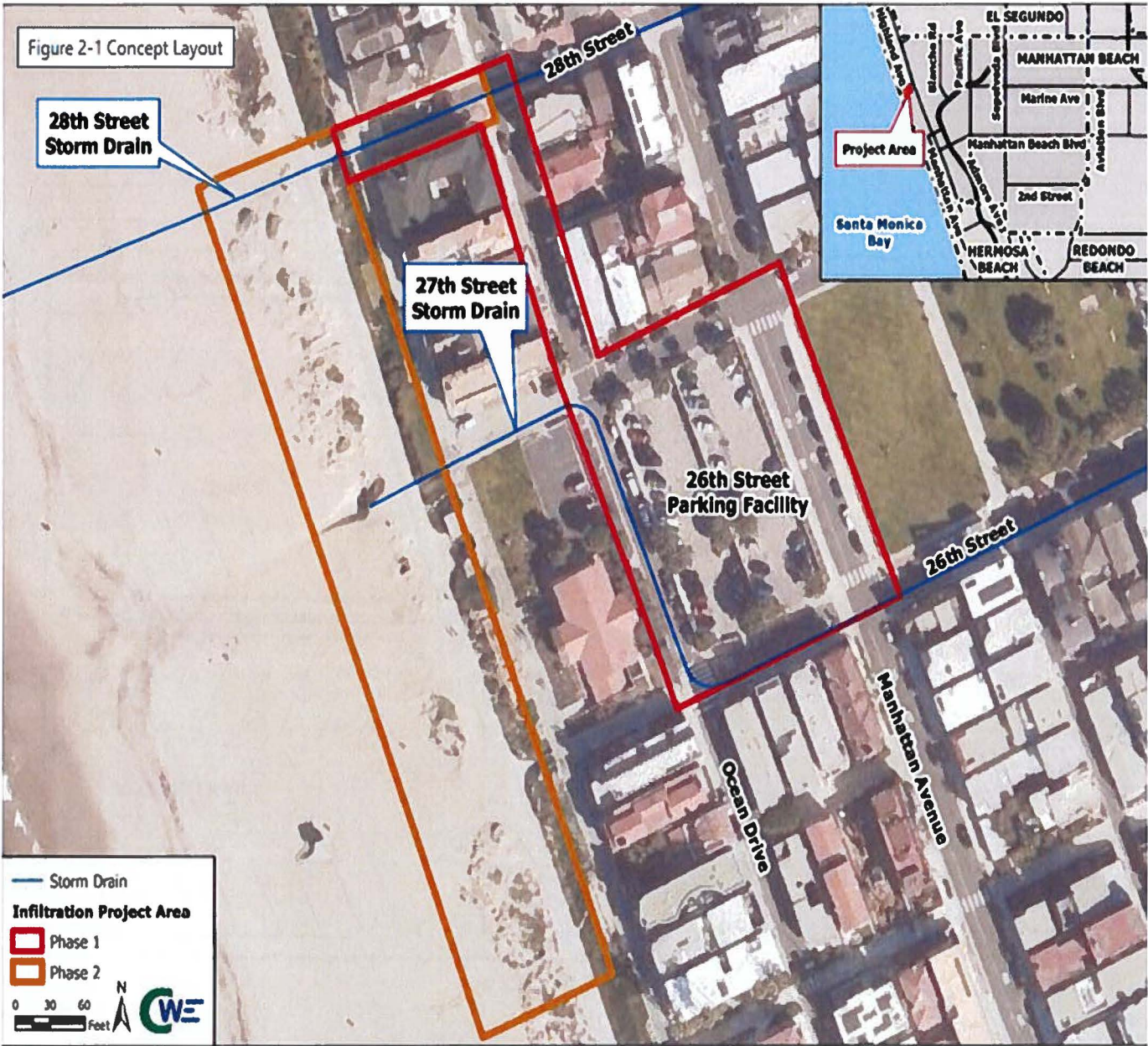
PUBLIC PARKING-ADMINISTRATION CENTER
MANHATTAN STATE BEACH
LOS ANGELES COUNTY DEPT OF BEACHES AND HARBORS

5/14/85

DRAWN BY STEVE DRIGGS

Exhibit 2

Exhibit B





Caring for Our Coast



Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 26, 2023

TO: Beach Commission
Catrina M. Love for
FROM: Gary Jones, Director

SUBJECT: ITEM 4D – WOMEN AND GIRLS INITIATIVE

Division Chief Catrina Love will present on the Department's efforts to support the Los Angeles County Women and Girls Initiative.

GJ:CML:da





Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 26, 2023

TO: Beach Commission
Catrina M. Loefer
FROM: Gary Jones, Director

SUBJECT: **ITEM 5A - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO BEACHES

On May 2, 2023, the Board waived parking fees for approximately 100 vehicles on May 13, 2023, and 100 buses and 300 vehicles on May 25, 2023, for a total estimated amount of \$5,100, at Dockweiler State Beach in Playa del Rey, excluding the cost of liability insurance, for the Malibu Foundation's 28th Annual Kids Ocean Day Adopt-A-Beach Clean-Up on May 25, 2023.

On May 2, 2023, the Board also waived the \$500 beach use permit fee, the \$100 Community Room fee, the \$690 Docks H301-305 fee, and the \$716.55 gross receipts fee at Burton W. Chace Park in Marina del Rey, excluding the cost of liability insurance, for the Marina Del Rey Anglers' 48th Annual Halibut Derby on June 3 and 4, 2023.

Also, on May 2, 2023, the Board instructed the Director of Beaches and Harbors to work with the County Fire Department's Lifeguard Division and the Third Supervisorial District, to coordinate with a contracted painter and muralist to permanently repaint Lifeguard Towers 17 and 18 in the colors of the Progress Pride flag, with funding from the Third Supervisorial District's discretionary funds; the Los Angeles County Fire Department Foundation to work with the Lifeguard Division, ONE Archives Foundation, and the Third Supervisorial District to fabricate and install two permanent interpretive signs onto Lifeguard Towers 17 and 18 and seek grant opportunities to fund the costs of fabrication



and installation, with any shortfall to be funded from the Third Supervisorial District's discretionary funds; and the Director of Beaches and Harbors to take the following actions:

Waive all fees associated with any required County permits; and

Waive the \$15 per vehicle parking fee for approximately 100 vehicles, totaling \$1,500, at Will Rogers Beach parking lots on June 17, 2023, from 9:00 a.m. to 12:00 p.m., excluding the cost of liability insurance, for participants to celebrate the unveiling of the Lifeguard Towers and interpretive signage.

Finally, on May 2, 2023, the Board authorized the Director of Beaches and Harbors to execute and issue a Special Event Permit to Southland Farmers' Market Association, a 501(c)(6) non-profit organization, for the use of Marina Parking Lot 11, located at 14101 Panay Way in Marina del Rey, on the same terms as the prior permit for the next five months, or until a longer-term license agreement can be negotiated and executed, whichever occurs first; waive the \$250 permit application fee, excluding the cost of liability insurance, for the Southland Farmers' Market Association's Special Event Permit; and find that the proposed action is exempt from the California Environmental Quality Act.

On May 16, 2023, the Board recognized and proclaimed May 20 through 26, 2023, as "Safe Boating Week" in Los Angeles County and encouraged all residents who own a boat or plan on taking a boat ride, to utilize the safety and training resources provided by the United States Coast Guard Auxiliary;

Instructed the Director of Beaches and Harbors to launch a social media campaign to promote Safe Boating Week and the County's boating and water safety resources; and

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

Also on May 16, 2023, the Board approved an ordinance for introduction amending County Code, Title 6 - Salaries, to add one unclassified classification in the Sheriff's Department; and reclassify eight positions in the Departments of Beaches and Harbors, Children and Family Services, Consumer and Business Affairs, and Mental Health.

On June 6, 2023, the Board encouraged Department Heads and Wellness Managers to support attendance at the inaugural Countywide Wellness Challenge at Dockweiler Youth Center and market the event to their employees;

Encouraged all County employees to attend the Countywide Wellness Challenge event on July 15, 2023, from 8:00 a.m. to 12:00 p.m.;

Authorized the Director of Personnel to incur incidental expenses above her delegated authority to pay for refreshments and promotional items at an amount not to exceed \$500; and

Waived \$1,235 in Dockweiler Youth Center facilities fees, the \$586.98 parking contractor fee, \$11,700 in parking fees for 900 vehicles, and other associated permit fees, excluding the cost of liability insurance, at Dockweiler Youth Center and Beach for the Countywide Wellness Challenge event.

Also on June 6, 2023, the Board awarded and instructed the Chair to sign a three-year contract with A+ Superior Sanitation, Inc., for as-needed maintenance of septic tank systems located at County-owned, controlled or managed beaches, with three one-year extension options, commencing on July 1, 2023, through June 30, 2026, at an annual contract amount of \$573,965, for a total maximum amount of \$3,788,169 over the potential total term of six years, which is inclusive of any potential increase of up to 10% annually for unforeseen services, but excludes any potential Cost-of-Living Adjustments; and authorized the Director of Beaches and Harbors to take the following actions:

Execute contract amendments to exercise the extension options if, in the opinion of the Director, A+ Superior Sanitation, Inc. has effectively performed the services during the previous contract period and the services are still needed and required;

Increase the contract amount by up to an additional 10% in any year of the contract, including any extension option period, for any additional or unforeseen services within the scope of this contract, subject to the availability of funds in the Department's budget, and make any potential Cost-of-Living Adjustments after the first three years of the contract; and

Approve and execute change orders and amendments to incorporate necessary changes within the scope of work, execute amendments should the contracting entity merge, be acquired or otherwise change entities, and suspend or terminate the contract if, in the opinion of the Director, it is in the best interest of the County.

On June 27, 2023, the Board waived the \$250 beach use permit fee and the \$717.90 gross receipts fee at Will Rogers State Beach, excluding the cost of

liability insurance, for the 35th Annual Los Angeles Black Pride beach party hosted by Pride and Promote on July 1, 2023.

Also on June 27, 2023, the Board waived a total of \$2,095 in fees as follows: the \$13 per vehicle parking fee for approximately 100 vehicles, totaling \$1,300 in parking fees, the \$250 special permit fee, and the \$545 Dockweiler Youth Center fees at Dockweiler Beach and Youth Center, excluding the cost of liability insurance, for the Department of Regional Planning's 2nd Annual Picnic and 100th Anniversary Celebration on August 5, 2023.

Also on June 27, 2023, the Board directed the Chief Executive Officer and Director of Animal Care and Control to present at the June 27, 2023, Board meeting with an update on the steps the County has taken, and could take, to provide and obtain assistance from the organizations that are responding to the toxic algae blooms that are sickening and killing marine mammals in the County and Southern California. The Board also instructed the Director of Beaches and Harbors to work collaboratively with the Director of Animal Care and Control and the Director of Public Health on the County's response, including efforts to communicate and publicize what individuals should do if they see a sick animal, so that those animals can receive care as quickly as possible.

On July 11, 2023, the Board waived an estimated \$3,335 in parking fees in Marina del Rey Fisherman's Village (Lot 1), Public Launch Ramp (Lot 2), Lot 4, and Parcel 77, excluding the cost of liability insurance, for the MdR for All Celebration event on July 15, 2023.

Also on July 11, 2023, the Board waived \$450 in parking fees, and \$60 in room use fees at Dockweiler Youth Center, excluding the cost of liability insurance, for the film screening of *Paya: The Story of the Paiute*, hosted by Heal the Bay in partnership with the Department of Beaches and Harbors on July 27, 2023.

Also on July 11, 2023, the Board waived \$1,950 in parking fees at Dockweiler Beach and the Dockweiler Youth Center, excluding the cost of liability insurance, for the RJLE Wade in the Water Film Screening and Community Beach Activities event on July 29, 2023.



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

July 26, 2023

TO: Beach Commission
Gabriel M. Lopez
FROM: Gary Jones, Director
SUBJECT: **ITEM 5B – BEACH AND MARINA DEL REY SPECIAL EVENTS**

BEACH EVENTS

DOCKWEILER YOUTH CENTER YOGA CLASS

Dockweiler Youth Center ♦ 12505 Vista Del Mar ♦ Playa Del Rey
Fridays
6:30 p.m. – 7:30 p.m.

Join the Department of Beaches and Harbors (Department) for a free yoga session at the beach to connect with nature and community. Classes are offered to all, regardless of age or ability. Children should be able to follow along or sit quietly with a parent or guardian. Students must bring their own mats and water bottles.

For more information: Call (310) 726-4128 or visit beaches.lacounty.gov

BEACH MOVIE NIGHTS

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Playa del Rey
Fridays through September 29, 2023
Movie start time: 8:00 p.m.



Pack your picnic baskets and bring the family to the Dockweiler Youth Center on Friday nights to enjoy our free outdoor movie screenings on the sand.

Movie Lineup:

July 21	<i>Finding Nemo (2003)</i>
July 28	<i>Vivo (2021)</i>
August 4	<i>Little Rascals (1994)</i>
August 11	<i>Toy Story 4 (2019)</i>
August 18	<i>Jumanji (1995)</i>
August 25	<i>Luca (2021)</i>
September 1	<i>The Lion King (1994) (cartoon)</i>
September 8	<i>Free Willy (1993)</i>
September 15	<i>Coco (2017)</i>
September 22	<i>Super Mario Bros. Movie (2023)</i>
September 29	<i>Dungeons and Dragons: Honor Among Thieves (2023)</i>

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

2023 INTERNATIONAL SURF FESTIVAL

Cities of Manhattan Beach, Hermosa Beach, Redondo Beach and Torrance
August 2 – August 6, 2023

Presented by BEACHSPORT.org, the 60th International Surf Festival promotes the four South Bay beach cities, the world's best lifeguard service, and physical fitness for thousands of participants, including numerous events such as a surfing contest, bodysurfing contest, volleyball, beach run, paddleboard races, dory race, and youth events.

For more information: Visit surffestival.org

NOTHIN' BUT SAND BEACH CLEANUP

Saturdays
August 19 and October 21, 2023
10:00 a.m. – 12:00 p.m.

Join the fun to help keep the oceans clean and safe from harmful trash. Volunteers ages 12 and younger must be accompanied by an adult. Volunteers under 18 years old must have a waiver signed by a parent or guardian. Bags and gloves will be provided. However, you can help make Nothin' But Sand a zero-waste event by bringing your own buckets, garden gloves, and water.

Cleanups are held on the third Saturday of each month. Heal the Bay will provide registered participants with the cleanup location on or before the 1st of every month via email confirmation. To register, complete the online registration form at www.healthebay.org

For more information: Contact Stephanie Gebhardt Rath (310) 451-1500 ex. 148 or sgebhardt@healthebay.org

SWIM THE AVENUES

Redondo Beach
Sunday, September 10, 2023
8:00 a.m.

The 5th Annual Redondo Beach Open Water Swim competition has returned to the coastal waters of Redondo Beach. There will be a one-mile ocean swim, as well as a ½ mile ocean swim.

For more information: Visit raceroster.com/events/2023/73637/redondo-beach-swim-the-avenues

COASTAL CLEANUP DAY AT DOCKWEILER BEACH

Dockweiler Youth Center ♦ 12505 Vista del Mar, ♦ Los Angeles
Saturday, September 16, 2023
9:00 a.m. - 12:00 p.m.

The Department is partnering with Heal the Bay to host a beach clean-up. Registration is required. Safety and cleaning materials will be provided. While on-site, visit the Department's *Can the Trash!* pop-up tent for giveaways and poster contest materials.

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

2XU MALIBU TRIATHLON

Point Dume
September 30 – October 1, 2023

The 2XU Malibu Triathlon benefits Children's Hospital of Los Angeles. Whether you are competing in one of the many different divisions or coming to watch, the event is fun for the whole family! Take the kids to the Fun Zone for crafts, games and more! You can watch the excitement from bleachers located at lifeguard tower 10 on the boardwalk or at the finish line. Spectator parking is located at Point Dume or Malibu High School.

For more information: Visit malibutri.com

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

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

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

In-Person and Virtual
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). In-person classes are limited to 15 people. Supplies are provided. 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

SUNSET SERIES REGATTAS

Marina del Rey Harbor
Wednesdays through September 6, 2023
6:00 p.m. – 8:00 p.m.

Enjoy an exciting series of sailing races while taking in stunning sunset views of the Marina del Rey harbor on Wednesday evenings between 6:00 p.m. (sailboats leaving the harbor) and 8:00 p.m. (race finishes at California Yacht Club). For spectators, Fisherman's Village and Burton Chace Park are prime viewing spots. Sailboats begin returning to the harbor's main channel around 7:30 p.m.

For more information: Visit calyachtclub.com/regattas

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 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

BEACH SHUTTLE

Through September 24, 2023
Saturdays from 10:00 a.m. – 10:00 p.m.
Sundays and Labor Day 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

2023 MARINA DEL REY SUMMER CONCERT SERIES

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
Concert start time: 7:00 p.m.

The Department presents free Symphonic and Pop Concerts at Burton Chace Park. This summer bring the family out to the park on Thursday and Saturday nights to enjoy a variety of musical evenings under the stars.

Symphonic Concerts

Thursday, July 27

Marina del Rey Symphony
Film Soundtracks

Thursday, August 10

JazzAntigua
Dance and Music Ensemble

Pop Concerts

Saturday, July 22

Cowboy Junkies
Alternative Country & Folk Rock

Saturday, August 5

Y La Bamba
Latin Indie Alternative/Experimental

Saturday, August 19

Gregory Porter
Jazz, Blues, Soul, Gospel

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:

July 29	<i>Jaws (1975)</i>
August 12	<i>Grease (1978)</i>
August 26	<i>Beverly Hills Cop (1984)</i>
September 2	<i>Thor: Love & Thunder (2022)</i>
September 9	<i>Love & Basketball (2000)</i>
September 16	<i>Indiana Jones: Raiders of the Lost Ark (1981)</i>
September 23	<i>Top Gun: Maverick (2022)</i>
September 30	<i>Creature from the Back Lagoon (1954)</i>

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

OLD FASHIONED DAY IN THE PARK

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

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

For more information: Call (310) 429-3028 or visit classicyacht.org

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

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

July 23
Rory Seldon (R&B)

July 30
Swinging Orangutans (Jazz)

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

MARINA DEL REY WATERBUS

Through September 4, 2023

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

WaterBus Schedule:

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

Special Dates:

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

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

MARINA DRUM CIRCLE

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

August 13 - 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

DANCE MDR

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

September 1 – 29, 2023

7:00 – 9:00 p.m.

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

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



July 26, 2023

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

TO: Beach Commission
FROM: *Gary Jones*
Gary Jones, Director

SUBJECT: ITEM 5C – BEACH PROJECTS REPORT

Item 5C on your agenda provides the Commission with a summary of the Department's beach projects that exceed \$50,000 and are being planned, designed, or are under construction.

SUPERVISORIAL DISTRICT 3

- Nicholas Canyon – Replace stair structure – estimated cost \$795,000
- Zuma Beach – Renovate restrooms (#2, #4, #5, #6, #7 and #8) – estimated cost \$9,689,000
- Zuma Beach – Installation of electric vehicle supply equipment
- Point Dume Whale Watching Area – Refurbishment of accessway and outlook
- Malibu Surfrider – Renovate restroom – estimated cost \$608,000
- Topanga Beach – Installation of electric vehicle supply equipment
- Will Rogers Beach – Installation of electric vehicle supply equipment
- Venice Beach – Maintenance yard renovation (\$1,846,000) and Lifeguard Headquarters demolition (\$1,000,000) – total estimated cost \$2,846,000

SUPERVISORIAL DISTRICT 2

- Dockweiler Beach – Service road improvements – estimated cost \$65,000
- Dockweiler Beach – Installation of electric vehicle supply equipment
- Redondo Beach – Rehabilitate upper walkway – estimated cost \$2,500,000
- Redondo Beach – Replace Avenue A access ramp – estimated cost \$6,800,000
- Redondo Beach – Installation of electric vehicle supply equipment

SUPERVISORIAL DISTRICT 4

- Torrance Beach – Beach concession rehabilitation – estimated cost \$963,000
- Torrance Beach – Installation of electric vehicle supply equipment
- White Point Park – Refurbishment of existing park – estimated cost \$4,000,000



SUPERVISORIAL DISTRICT 3

Nicholas Canyon Stair Structure Replacement – \$795,000

The project includes development of plans for approval by Building and Safety to rebuild the stair structure and pylons that were burned during the Woolsey fire.

Status: Completed

Zuma Beach Restrooms Renovation (#2, #4, #5, #6, #7, and #8) – \$9,689,000

The project includes deferred maintenance structural repair, building accessibility improvements, replacement plumbing and electrical, and new exterior and interior finishes.

Status: Construction on restrooms #4 and #6 started at the end of March 2022 and are anticipated to be completed by the end of July 2023. Construction will then start on restrooms #3 and #5, and then followed by restroom #7 and #8. Project completion anticipated to be December 2024.

Zuma Beach Electric Vehicle Supply Equipment (EVSE) Project

The County's Internal Services Department (ISD) is leading the initiative for purchasing, installing, and commissioning EVSE and related infrastructure throughout the County. ISD is also participating in the Southern California Edison (SCE) Charge Ready 2 Program, which is designed to deploy the infrastructure needed to serve qualified charging stations at various County locations. This project includes installation of EVSE for 20 vehicles within Zuma Beach Lot #5, utilizing SCE's Charge Ready 2 Program funding.

Status: SCE is 80% completed with their construction portion of work. The County's Internal Services Division is anticipated to be completed with their portion by October 2023.

Zuma Beach Maintenance Yard Fleet EVSE Project

The project includes installation of EVSE for 6 fleet vehicles within the Zuma Beach Maintenance Yard, utilizing SCE's Charge Ready Transport Program funding. Under the SCE Charge Ready Transport Program, SCE designs, constructs, and installs the necessary infrastructure on both the utility-side and customer-side of the electric meter.

Status: Project is in the design phase.

Point Dume Whale Watching Area

The project will refurbish the existing whale watching area with improvements to the access trail and outlook area. Scope of work includes improvements to access steps, fencing, and handrails. The project will also incorporate benches, interpretive signs, and observation binoculars.

Status: Preparing a Request for Proposals to issue to as-needed consultants for design proposals for the project.

Malibu Surfrider Restroom Renovation – \$608,000

The project includes building accessibility improvements, replacement of all fixtures and appliances, sewer lateral repairs, and new exterior and interior finishes.

Status: The project construction began February 2023. The project is 80% complete

Topanga Beach EVSE Project

The project includes installation of EVSE for 22 vehicles within the existing parking lot, utilizing SCE's Charge Ready 2 Program funding.

Status: SCE provided final designs for the project and is moving forward with obtaining required easements and permits for the project.

Will Rogers Maintenance Yard Fleet EVSE Project

The project includes installation of EVSE for 4 fleet vehicles within the Will Rogers Maintenance Yard, utilizing funding provided by ISD through the County's Energy Efficiency Projects Master Agreement budget.

Status: Project is in the design phase.

Venice Beach Maintenance Yard Renovation and Lifeguard Headquarters Demolition—\$2,846,000

The project consists of the demolition of the existing lifeguard tower, roof repairs, and general improvements to the maintenance yard. The removal of the tower and subsequent improvements to the maintenance yard will be done in two phases. Phase I will remove the tower and repair the roof structure, with an estimated cost of \$1,000,000. Phase II will include refurbishment of the maintenance building and yard, with an estimated cost of \$1,846,000.

Status: Plans for Phase I were approved by Building and Safety in August 2020. The Coastal Development Permit waiver was cleared at the Coastal Commission's public meeting on July 14, 2022. The Venice Neighborhood Council and local residences recently voiced concerns with the demolition of the facility's upper level. The County is working to address the concerns before Public Works advances the capital project board letter.

SUPERVISORIAL DISTRICT 2

Dockweiler Service Road Improvements – \$65,000

The project involves patching, slurry, and restriping of the existing service road.

Status: Completed

Dockweiler Maintenance Yard Fleet EVSE Project

The project includes installation of EVSE for 4 fleet vehicles within the Dockweiler Maintenance Yard, utilizing funding provided by ISD through the County's Energy Efficiency Projects Master Agreement budget.

Status: Project is in the design phase.

Redondo Beach Upper Walkway Rehabilitation – \$2,500,000

The project consists of an engineering assessment and emergency repairs to the existing upper walkway including removal and replacement of the first 400 linear feet along the southern end of The Redondo upper walkway and repairing of underground storm drain line.

Status: Completed

Redondo Beach Avenue 'A' Access Ramp – \$6,800,000

The project consists of design, permitting, and construction of an ADA-accessible replacement pedestrian access ramp to Redondo Beach from Esplanade at Avenue A.

Status: The existing ramp was closed in November 2021 after the County's consultant engineer concluded that the ramp was in deteriorating condition. The engineering consultant provided 50% drawings and updated cost estimates for the project. Anticipate 100% construction drawings to be submitted into LA County building and safety plan check December 2023. Projected construction to start January 2025.

Redondo Beach Warehouse Fleet EVSE Project

The project includes installation of EVSE for 6 fleet vehicles within the Redondo Beach Warehouse parking lot, utilizing SCE's Charge Ready Transport Program funding.

Status: Project is in the design phase.

SUPERVISORIAL DISTRICT 4

Torrance Beach Concession Building Rehabilitation – \$963,000

The project involves general rehabilitation of the existing building including replacing flat roofing and repairing and replacing roof rafter hangers at four corners of hip roof and repairing broken clay tile pieces, HVAC and exhaust equipment replacement and re-stuccoing and repainting of the building exterior.

Status: the initial cost estimate is based on an assessment conducted under the County's Facilities Reinvestment Program. ISD has secured design plans and is working with contractor to develop work plan. Construction start date anticipated for September 2023.

Torrance Beach Electric Vehicle Supply Equipment

The project includes installation of EVSE for 50 vehicles within the existing parking lot, utilizing SCE's Charge Ready 2 Program funding.

Status: Project is in the design phase.

White Point Park Improvement Project - \$4,000,000

The site improvement project will upgrade the irrigation system, existing landscaping, entry park monument sign, children's play area, and picnic and seating areas. Provide new fitness equipment, an ocean overlook, interpretive signage, shade element, improvements to meet the Americans with Disabilities Act standards, and provide connectivity to the adjacent White Point Nature Preserve.

Status: The consultant design proposals are being evaluated. The anticipated Notice to Proceed is to be issued by August 2023 to the design consultant.

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LOS ANGELES COUNTY BEACH COMMISSION ATTENDANCE REPORT 2023

Commissioner/ Appointed by	Jan	April	July	Oct	Total Meetings Attended 2023
Bartlett/Hahn	X	**			
Bustamante/Barger	X	X			
Dagit/Kuehl	X	X			
Furey/Hahn	X	X			
Liban/Kuehl	X	X			
Mooney D'Arcy, Angela/Mitchell	X	X			
Musa, Sharon/Mitchell	X				
Nagami, Damon K./Mitchell	X	X			
Raymond/Kuehl	X	X			
Ross, Shannon/Hahn	n/a	n/a			
Saito/Solis	X				
Weideman/Hahn	X	X			

INACTIVE MEMBERS (Missed three or more meetings in a row)

No regularly scheduled meetings in February, March, May, June, August, September, November and December

X=Present ☐=Absent ☒= Absent due to Expired Term * = No meeting ** = Resigned this year

*** = Board

Removal