



COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS



STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

February 13, 2003

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

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 13 TO LEASE NO. 7580
PARCEL 18R (DOLPHIN MARINA APARTMENTS) - MARINA DEL REY
(4th DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed Amendment No. 13 to Lease No. 7580, Parcel 18R, is categorically exempt under provisions of the California Environmental Quality Act pursuant to Class 1 (r) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Approve and authorize the Chair to sign the attached Amendment No. 13 to Lease No. 7580 Parcel 18r Marina del Rey (Exhibit A) that will reserve one end-tie slip ("Reserved Slip") on an exclusive basis for transient boat or water taxi docking purposes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease amendment for Parcel 18R (Amendment) stems from negotiations for a lease extension for the adjacent Parcel 20, the beneficial owner of which is also the beneficial owner of the lease for Parcel 18R, Dolphin Marina, Ltd. ("Lessee"). As a result of provisions negotiated in the proposed Parcel 20 Restated and Amended Lease, Panay

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Way Marina, L.P. (the Parcel 20 Lessee) was required to provide a guest/water taxi dock in its proposed new marina on Parcel 20. This Amendment, providing for a guest/water taxi dock on Parcel 18 instead of on Parcel 20, will result in offering superior placement of these guest/water taxi dock facilities. The Amendment requires that a guest/water taxi dock be created at Parcel 18 within six months after the effective date of the Amendment and will, thus, accelerate the creation of the guest/water taxi dock in comparison to the five-year completion requirement originally negotiated in connection with the Parcel 20 lease extension. In addition, locating the guest/water taxi dock at Parcel 18R provides a superior location on the main channel and with facilities currently compliant with the Americans with Disability Act (ADA), which will result in a more efficient water taxi service anticipated for the future.

Implementation of Strategic Plan Goals

The proposed action promotes and furthers the Board-approved Strategic Plan Goal of Service Excellence, in that it provides for the establishment of an additional guest dock for Marina visitors and/or a publicly accessible dock in a superior location for a Marina del Rey water taxi service that is expected to be established in the future.

FISCAL IMPACT/FINANCING

The creation of a Reserved Slip on Parcel 18R will result in that slip no longer being available for monthly rental from which the County receives about \$2,700 per year. It is expected, however, that increased economic activity in Marina del Rey resulting from the establishment of a water taxi system will more than offset losses in County rent from slips used as dock sites for the system. In addition, during periods when the dock is used for transient purposes, the County will be entitled to percentage rent resulting from hourly, daily or weekly rental of the slip.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The lease for Parcel 18R commenced on July 1, 1963, with an original expiration date of June 30, 2023, and was extended in 1997 for an additional thirty-nine years to June 30, 2062. The Parcel 18 marina contains 424 boat slips and 12 end-ties. In anticipation of obtaining a lease extension on Parcel 20 and being required to provide a Reserved Slip in the new marina to be built by the Lessee, the Lessee has agreed to dedicate a specified Reserved Slip in Parcel 18R at this time in lieu of dedicating a Reserved Slip as part of the Parcel 20 marina when it is built. The Reserved Slip will utilize approximately one half of one end-tie, not to exceed fifty feet in length. Until such time that the Reserved Slip is needed as a water taxi stop, it will be used as a guest slip that can be rented hourly, daily or weekly.

At its meeting of February 12, 2003, the Small Craft Harbor Commission approved the Director's recommendation to execute the Amendment. The Amendment has been approved as to form by County Counsel.

ENVIORNMENTAL DECLARATION

The proposed Lease Amendment No. 13 qualifies for a categorical exemption under the California Environmental Quality Act pursuant to class 1 (r) of the County's Environmental Document Reporting and Procedures and Guidelines.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

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CONCLUSION

Authorize the Executive Officer/Clerk of the Board to send two copies of the executed Amendment to the Department of Beaches and Harbors.

Respectfully submitted,



Stan Wisniewski, Director

SW:rm
Attachments (1)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

**AMENDMENT NO. 13 TO LEASE NO. 7580
PARCEL 18R – MARINA DEL REY SMALL CRAFT HARBOR**

THIS AMENDMENT TO LEASE (“Amendment”) is made and entered into as of _____, 2003 (the “13th Amendment Effective Date”),

BY AND BETWEEN COUNTY OF LOS ANGELES
hereinafter referred to as “County”,

AND DOLPHIN MARINA, LTD.,
a California limited partnership,
hereinafter referred to as “Lessee”.

WITNESSETH

WHEREAS, County and predecessors-in-interest of Lessee entered into Lease No. 7580 under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 18R, which leasehold premises (the “Premises”) are more particularly and legally described in Exhibit “A” attached to and incorporated in said Lease, as amended (said Lease No. 7580 and all amendments thereto are collectively hereafter referred to as the “Lease”); and

WHEREAS, the parties desire to amend the Lease to require Lessee to make available an end-tie slip on the Premises for use for transient boat docking and water taxi program purposes.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, and each of them, agree as follows:

1. Defined Terms. Any capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Lease.

2. Reserved Slip. Effective not later than six (6) months after the 13th Amendment Effective Date and continuing during the remaining term of the Lease, Lessee shall make one (1) end-tie slip in the area depicted on Exhibit A attached to this Amendment and incorporated herein by reference (the “Reserved Slip”) available on an exclusive basis for transient boat docking purposes or water taxi docking purposes, as provided in this Section 2. The exact location of the Reserved Slip shall be an area not to exceed fifty (50) feet designated by Lessee on the end-tie on Dock C-200. Except for any period during which the Reserved Slip is designated by County for water taxi docking purposes, the Reserved Slip shall be rented by Lessee on an hourly, daily or weekly basis for guest boat docking purposes. During any period that a water taxi program is in operation in the Marina, County shall have the right to require that the Reserved Slip be made available for water taxi docking purposes, including access to the Reserved Slip by the water taxi operator and its personnel during all hours that the water taxi service is in operation. The operation of the Reserved Slip shall be subject to such security procedures as are reasonably acceptable to Lessee and County, and that are consistent with those

applicable to the operation of the anchorage facilities on the Premises from time to time.

Lessee shall be responsible, at Lessee's sole cost and expense, for the installation of all improvements and alterations, if any, to the Reserved Slip and any pathway of travel to and from the Reserved Slip, that may be required for lawful use of the Reserved Slip (whether for transient boating dock purposes or water taxi program purposes) in compliance with all applicable governmental or quasi-governmental codes, laws, rules, regulations, statutes, resolutions, and ordinances in effect from time to time ("Applicable Laws"), including, without limitation, the Americans With Disabilities Act ("ADA"); provided, however, that Lessee's obligations with respect to compliance with Applicable Laws for the use of the Reserved Slip for water taxi docking purposes shall be limited to those Applicable Law requirements in effect as of April 30, 1999, and Lessee shall not be obligated to comply with any new Applicable Law requirements enacted after April 30, 1999 to the extent such new Applicable Law requirements enacted after April 30, 1999 are triggered solely as a result of the use of the Reserved Slip for water taxi docking purposes (the "Excluded Laws"). If County requires the Reserved Slip to be used for water taxi docking purposes, County shall have the obligation, at County's cost, to make any alterations or improvements to the Premises and/or the Reserve Slip that may be necessary or appropriate to comply with any Excluded Laws, and Lessee shall provide County or its agents with access to the Premises during reasonable hours in order to make such alterations and improvements; provided, however, that in lieu of making any such alterations or improvements, County shall have the right to withdraw the requirement that the Reserved Slip be used for water taxi docking purposes. County shall have the right to approve all improvements or alterations that may be required to be made to the Premises and/or the Reserved Slip by Lessee under this Section 2, which approval shall not be unreasonably withheld.

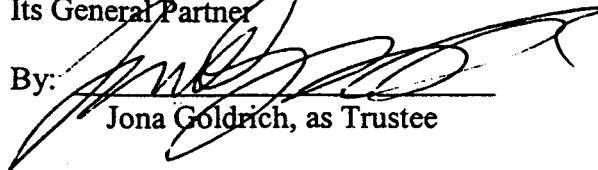
3. No Other Modifications. Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges their respective obligations under the Lease as amended hereby.

SIGNATURES ON FOLLOWING PAGE.

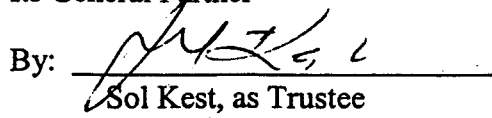
IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first set forth above.

DOLPHIN MARINA, LTD., a California limited partnership

By: The Goldrich Trust No. 1,
Its General Partner

By: 
Jona Goldrich, as Trustee

By: The Kest Trust No. 1,
Its General Partner

By: 
Sol Kest, as Trustee

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

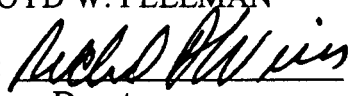
ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer-Clerk of
the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL:

LLOYD W. PELLMAN

By: 
Deputy

APPROVED AS TO FORM
BY MUNGER, TOLLES & OLSON LLP

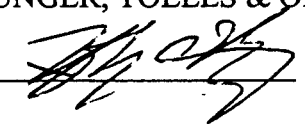
By: 

EXHIBIT A

LOCATION OF RESERVED SLIP

