

APPROVED

AUG 03 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-143

DATE August 03, 2023

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CABRILLO BEACH LIFEGUARD HEADQUARTERS BUILDING REPLACEMENT (PRJ21562) PROJECT - CONCEPTUAL APPROVAL OF PROJECT - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CALIFORNIA CEQA GUIDELINES ARTICLE 19, SECTION 15302(c) [REPLACEMENT AND RECONSTRUCTION OF EXISTING UTILITY SYSTEMS AND/OR FACILITIES INVOLVING NEGLIGIBLE OR NO EXPANSION OF CAPACITY], SECTION 15303(d) [NEW CONSTRUCTION OF WATER MAINS, SEWAGE, ELECTRICAL, GAS AND OTHER UTILITY EXTENSIONS, INCLUDING STREET IMPROVEMENTS, OF REASONABLE LENGTH SO SERVE SUCH CONSTRUCTION] AND SECTION 15303(e) [ACCESSORY (APPURTENANT) STRUCTURES INCLUDING GARAGES, CARPORTS, PATIOS, SWIMMING POOL AND FENCES], AND ARTICLE III, SECTION 1, CLASS 2(3), CLASS 3(5) AND CLASS 3(6) OF CITY OF LOS ANGELES CEQA GUIDELINES

B. Aguirre \_\_\_\_\_ M. Rudnick \_\_\_\_\_
For B. Jones \_\_\_\_\_ C. Santo Domingo DF
B. Jackson \_\_\_\_\_ N. Williams \_\_\_\_\_

[Handwritten signature]

General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1. Approve the conceptual scope of work for the Cabrillo Beach Lifeguard Headquarters Building Replacement (PRJ21562) Project (Project), as described in the Summary of this Report;
2. Determine that the Project is categorically exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Article 19, Section 15302(c) [Replacement and reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity], Section 15303(d) [New Construction of water mains, sewage, electrical, gas and other utility extensions, including street improvements, of reasonable length so serve such construction] and Section 15303(e) [Accessory (appurtenant) structures including garages, carports, patios, swimming pool and fences], and Article III, Section 1, Class 2(3), Class 3(5) and Class 3(6) of City of Los Angeles CEQA Guidelines and direct Department of Public Works, Bureau of Engineering (BOE) staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

## BOARD REPORT

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3. Direct Department of Recreation and Parks (RAP) staff to return to the Board of Recreation and Park Commissioners (Board) for approval of a final scope of work and total budget regarding the Project prior to RAP implementing the Project; and,
4. Authorize the RAP Chief Accounting Employee or Designee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

The Project is located at 3414 South Shoshonean Road, San Pedro, CA 90731, which is on land located within the Port of Los Angeles Community Plan Area and which is owned by the City's Harbor Department (Harbor). RAP has received a permit from the Harbor to use this land, as evidenced by Permit 1516 (Attachment No. 2).

The existing lifeguard building on the subject property contains storage space, an office, a breakroom with lockers, a first aid station, and a balcony that is currently used by RAP Staff. The facility is intended to accommodate lifeguard services and emergency medical needs of the public and beneficiaries including neighboring residents, park and beach patrons of the nearby Cabrillo Beach area, the Aquarium, the Port of Los Angeles, and in general the San Pedro community. The facility operates year-round from sun-up to sun-down, with approximately four RAP staff stationed within the facility at a time.

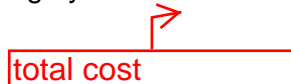
The structure, built in the early 2000's, is a two-story prefabricated building that was intended for temporary usage as it lacks proper utility connections, insulation, and foundation. The deterioration of the prefabricated facility is affecting the building's functionality, serviceability, and disrupting the workflow patterns of the users.

### CONCEPTUAL PROJECT SCOPE

The conceptual scope of work entails the demolition and replacement of the existing lifeguard headquarters building, located adjacent to the Cabrillo Beach Boat Ramp. The new headquarters building will be an approximately 1,200 SF, 2-story building. It will be placed about 100 feet southwesterly of the demolished facility to reduce the new building footprint on the beach.

The new building will consist of a one-car garage with storage, locker area, restrooms with showers, first aid room, office with break area, and an observation deck. The ground floor will be enclosed with CMU walls securing the building. Access to the second floor is through a semi-enclosed staircase core that leads to a lifeguard tower with glazing on all four sides of the building providing a 360-degree view. The deck encircles the tower, providing RAP Staff with additional visual access.

The Project is in the design phase and is being managed by the BOE. The final plans of the demolition and new construction will be presented to the Board for consideration at a later time. The preliminary ~~construction estimate~~ for the Project is approximately Two Million, Three Hundred Eighty Seven Thousand Dollars (\$2,387,000.00). Upon finalizing the design, the estimate will be

  
total cost

BOARD REPORT

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revised to reflect the changes. The information will be presented to the RAP Board once the final plans are ready for approval. It is anticipated that the Harbor will approve this Project prior to the final plans being submitted to the Board for approval. Once the NOE is filed, the Harbor will begin the Coastal Development Permit process.

PROJECT FUNDING

The 2021-22 Adopted Budget included Seventy-Five Million Dollars (\$75,000,000.00) in the Un appropriated Balance for RAP to make capital improvements at City parks and facilities (Council File No. 21-0935). In response, RAP developed a capital improvement plan to utilize the \$75,000,000 in funds to complete various park projects citywide. The proposed Project is one of the park projects that RAP has identified for the use of these funds.

The total amount of funding available for the proposed Project is Two Million, Sixty Thousand Dollars (\$2,060,000.00).

FUNDING SOURCE MATRIX:

Source	Fund/Dept/Acct	Amount	Percentage
Deferred Maintenance Funds	302/89/89727H-CF	\$2,060,000.00	100%
<b>Total</b>		\$2,060,000.00	100%

PROJECT CONSTRUCTION

Construction of this Project is anticipated to begin in September 2024.

TREES AND SHADE

The proposed Project will have no impact to existing trees or shade at Cabrillo Beach.

ENVIRONMENTAL IMPACT

The proposed Project consists of the replacement and reconstruction of an existing facility involving negligible or no expansion of capacity, of the construction of related street improvements and construction of an enclosing wall.

According the draft NOE, this area is not in an ecologically sensitive area and, although it is in the coastal zone, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of May 25, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet).

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According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, RAP staff recommends that the Board determines that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 2(3), Class 3(5) and Class 3(6) of City CEQA Guidelines and Article 19, Sections 15302(c), 15303(d) and 15303(e) of California CEQA Guidelines. Bureau of Engineering Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

### FISCAL IMPACT

The approval of this Project will have no fiscal impact on RAP's General Fund.

The estimated costs for the actions listed in the Project Scope of this report are anticipated to be funded by RAP Deferred Maintenance Fund or funding sources other than the RAP's General fund.

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

**Goal No. 1:** Provide Safe and Accessible Parks

**Outcome No. 2:** All parks are safe and welcoming

This Report was prepared by Amy Lin, Project Manager, BOE Architectural Division. Reviewed by Marina Quinonez, Senior Architect, BOE Architectural Division; and Darryl Ford, Superintendent, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Attachment No. 1 – Notice of Exemption
- 2) Attachment No. 2 – Permit No. 1516

CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING  
1149 S. BROADWAY, 7th FLOOR  
LOS ANGELES, CALIFORNIA 90015  
CALIFORNIA ENVIRONMENTAL QUALITY ACT  
NOTICE OF EXEMPTION  
(Articles II and III – City CEQA Guidelines)

COUNTY CLERK'S USE

Submission of this form is optional. The form shall be filed with the County Clerk, 12400 E. Imperial Highway, Norwalk, California, 90650, pursuant to Public Resources Code Section 21152(b). Pursuant to Public Resources Code Section 21167(d), the filing of this notice starts a 35-day statute of limitations on court challenges to the approval of the project.

<b>LEAD CITY AGENCY AND ADDRESS:</b> City of Los Angeles c/o Bureau of Engineering 1149 S. Broadway, 6 <sup>th</sup> Floor, MS 939 Los Angeles, CA 90015	<b>COUNCIL DISTRICT</b> 15
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<b>PROJECT TITLE:</b> Cabrillo Beach Lifeguard HQ Building (W.O. E1908941 / CIP No. K369)	<b>LOG REFERENCE</b>
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**PROJECT LOCATION:** 3800 Stephen M. White Drive, San Pedro Harbor Community Plan Area of the City of Los Angeles (see *Figure 1: Project Vicinity* and *Figure 2: Project Location*). T.G. Page 854, Grid B2 & C2

**DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:** The Cabrillo Beach Lifeguard HQ Building (Project) consists of demolition of an existing prefabricated structure and construction of a new two-story lifeguard headquarters about 100 feet away from the existing facility. The existing Lifeguard Headquarters has been deteriorating for many years, and was only intended as a temporary structure in the late 1990's. The new Cabrillo Beach Lifeguard HQ would serve as a vantage point across the beach to the ocean and to view the smaller lifeguard outposts nearby. The Project is also intended to accommodate emergency medical needs of the public and beneficiaries include neighboring residents, park and beach patrons of the nearby Cabrillo Beach area, the Aquarium, the Port of Los Angeles, and in general the San Pedro community. Please see the project description continuation in the narrative for more details.

On \_\_\_\_\_, 2023, the Board of Recreation and Park Commission determined the Project is exempt under the California Environmental Quality Act (CEQA) and approved the Project.

<b>CONTACT PERSON</b> Timothy Glick	<b>CONTACT INFORMATION</b> Tim.Glick@lacity.org
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<b>EXEMPT STATUS: (Check One)</b>	<b><u>CITY CEQA GUIDELINES</u></b>	<b><u>STATE CEQA GUIDELINES</u></b>
<input type="checkbox"/> MINISTERIAL	Art. II, Sec. 2. b	Sec. 15268
<input type="checkbox"/> DECLARED EMERGENCY	Art. II, Sec. 2.a(1)	Sec. 15269(a)
<input type="checkbox"/> EMERGENCY PROJECT	Art. II, Sec. 2.a(2)	Sec. 15269(b)(c)
<input type="checkbox"/> GENERAL EXEMPTION	Art. II, Sec. 1	Sec. 15061(b)(3)
<input checked="" type="checkbox"/> CATEGORICAL EXEMPTION*	Art. III, Sec. 1 Class 2 Cat. 3 Art. III, Sec. 1 Class 3 Cat. 5 & 6	Sec. 15302 (c) Sec. 15303 (d & e)
<input type="checkbox"/> STATUTORY*		

\* See Public Resources Code Sec. 21080 and set forth state and city guidelines provisions.

**JUSTIFICATION FOR PROJECT EXEMPTION:** This project is exempt from CEQA pursuant to State *CEQA Guidelines* Article 19, Section 15302, Class 2 (c) *Replacement and Reconstruction* and Section 15303, Class 3 *New Construction or Conversion of Small Structures (d & e)*. Additionally, the project is exempt pursuant to *City of Los Angeles CEQA Guidelines* Article III, Section 1, Class 2, *Replacement or Reconstruction*, Category 3 and Class 3, *New Construction of Small Structures* Categories 5 & 6.

**IF FILED BY APPLICANT, ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING**

SIGNATURE:  <i>Pending Project Approval</i>  Maria Martin	TITLE:  Environmental Affairs Officer Environmental Management Group	DATE:
FEE: \$75.00	RECEIPT NO.	REC'D BY
		DATE

## CATEGORICAL EXEMPTION NARRATIVE

### I. DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT, CONTINUED

The Project consists of the demolition of approximately 1,000 square feet of the existing lifeguard facility which was placed on the site around the year 2000. The existing lifeguard HQ is not affixed to a foundation and is directly upon the sand's surface. The building is not insulated and is made of wooden beams and simple external paneling (see *Figure 3: Site Pictures*). The Project will allow for better surveillance of the beach for the lifeguards posted at the HQ, provide running water for first aid and sanitary needs, and allow for better care of the beach patrons.

The Project scope includes the following, see *Figure 4: Site Plan*:

- Removal and dismantling of the existing prefabricated wooden beam structure;
- Placement of a new facility will be about 100 feet away from the current structure;
- The Project is a 1,000 square foot, two story building with a viewing room on the second floor, with a terrestrial vehicle garage on the first floor.;
- Running water and connection to existing sewage lines for restrooms including toilets and sink. excavation for sewage connection will be under nine feet;
- A foundation less than two feet deep into the sand on the existing beach;
- A viewing room on the second floor for surveillance of the other lifeguard outposts and park patrons on the beach and in the sea nearby with an observation deck about five feet wide.;
- Construction of a driveway and easement for access to be completed with the Project.;
- Weatherproof exterior elements including materials which can withstand heavy wind and water exposure;
- Construction of a driveway, approximately 30 feet long by about 15 feet wide, with a concrete embedment between six inches and two feet into the surface;
- Creation of a new address for the building along Shoshonean Road.

The construction would last for approximately 12 months and would start in winter of 2023. Upon completion of the construction, the Project site would be maintained by the City of Los Angeles Department of Recreation and Parks. Unless otherwise stated, the proposed project will be designed, constructed and operated following all applicable laws, regulations, ordinances and formally adopted City standards including but not limited to:

- Los Angeles Municipal Code
- Bureau of Engineering Standard Plans
- Standard Specifications for Public Works Construction
- Work Area Traffic Control Handbook
- Additions and Amendments to the Standard Specifications for Public Works Construction

### II. PROJECT HISTORY

The existing facility was placed at its current location around 2000 and intended to be in place for only a short period of time while a new facility was funded and designed. After approximately 20 years of standing in place, the prefabricated lifeguard facility is need of many repairs to maintain its level of serviceability. Holes in the existing building allow rain and other elements to enter and disrupt the workflow patterns of the employees. The new facility will be modeled after the neighboring Los Angeles County Lifeguard HQ on the opposite side of Cabrillo beach but will only be half the size of the County's

facility. The new Cabrillo Beach Lifeguard HQ will operate similarly to the existing facility with approximately four staff stationed within the HQ at a time, with seven more employees in the summertime stationed at the other stations, e.g., lifeguard towers, all of whom will use the lockers and restroom facilities during work hours. The facility operates year-round from sun-up to sun-down every day of the year.

### III. ENVIRONMENTAL REVIEW

#### Basis for Categorical Exemption

The Project is exempt from CEQA pursuant to State *CEQA Guidelines* Article 19, Section 15302, Class 2(c) *Replacement or Reconstruction, Category 3* for replacement of the existing lifeguard facility because the new structure will be located approximately 100 feet away from the existing site and it is a replacement project. The Project will have the same purpose and use. The redesign of the existing facility will not increase the employee capacity of the current space because it will utilize the existing footprint and modernize by providing a newly designed facility. Furthermore, this project is exempt from CEQA pursuant to the *Los Angeles CEQA Guidelines* Article III, Section 1, Class 2, *Replacement or Reconstruction, Category 3* for the replacement of an existing facility with no expansion of capacity or use because the Project consists of redesign in order to utilize the space to its full extent. In addition, no trees are expected to be removed as part of the project. The approximately 30 foot-long driveway leading up to the building and new connections to existing utilities including water, electricity, and gas fall under *CEQA Guidelines* Article 19 Section 15303, Class 3 (d & e) *New Construction or Conversion of Small Structures* and *City of Los Angeles CEQA Guidelines* Article III Section 1, Class 3 *New Construction of Small Structures Category 5 & 6*.

Whereas, the Project falls within the single jurisdiction Coastal Act Zone, the City of Los Angeles Recreation and Parks will apply for a Local Coastal Development Permit.

#### Consideration of Potential Exceptions to use of a Categorical Exemption

The State CEQA Guidelines (CCR Sec 15300.2) limit the use of categorical exemptions in the following circumstances:

**1. Location.** Exemption Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may be significant in a particularly sensitive environment. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

Although the project is exempt under Class 3, the Project does not fall within a Significant Ecological Area or where the project may impact an environmental resource of hazardous or critical concern, and therefore the location exception does not apply.

**2. Cumulative Impact.** This exception applies when, although a project may not have a significant impact, the cumulative impact of successive projects of the same type in the same place, over time is significant.

The life expectancy of the replaced facility is approximately 30 to 50 years and there are no other known projects of the same type that could involve cumulatively significant impacts. Therefore, this exception has no application to this project.

**3. Significant Effect.** This exception applies when, although the project may otherwise be exempt, there is a reasonable possibility that the project will have a significant effect due to unusual

circumstances.

### Biological Resources

The Project does not include any removal of trees, vegetation, and no known nesting has occurred on the facility itself. The Project will be located about 240 feet away from the Salinas de San Pedro Salt Marsh which is a restored natural habitat and is considered a depleted natural resource which is regulated as a special aquatic zone by the California Coastal Act. However, Project activities will not impact the San Pedro Saltmarsh Habitat due to distance and construction methodology, stormwater best management practices and other standard conditions and specifications.

### Noise and Traffic/Transportation

Project would be constructed in accordance with the latest edition of the temporary traffic control provisions of the California Manual on Uniform Traffic Control (CA MUTCD), the Work Area Traffic Control Handbook (WATCH), and any traffic control requirements required by the Los Angeles Department of Transportation (LADOT). Construction crews are required to coordinate with schools and LADOT accordingly to provide flagmen when any mode of transportation (e.g. pedestrian, bicycle, automobile) is altered. When the activity site encroaches upon a sidewalk, walkway or crosswalk area, pedestrians shall be provided advance warning if they are detoured away from the activity construction site. As to the closure of any traffic lanes, the Project shall comply with any previously referenced regulations and the Bureau of Engineering (Engineering) Master Specifications.

The proposed Project shall be constructed following any or all the applicable measures below:

1. Construction could occur from 7 a.m. to 9 p.m. Monday through Friday and on Saturday from 8 a.m. to 6 p.m. as allowable by *LAMC § 41.10 - Construction Noise*.
2. Notify all adjacent property owners and land users of the construction length, duration, and hours of noise and vibration producing construction activities, in writing.
3. Provide and make available contact information for sidewalk and street repairs and replacement concerns, on construction activities, prior to and on-site during construction.

The equipment used on site will be tested to maintain noise levels at or below the City standard. Standard conditions and construction practices will be implemented as required. No unusual construction noise or traffic effects are anticipated. No reasonable possibility has been identified that the Project will have a significant effect due to unusual circumstances. As such, this exception does not apply.

The Project would include a new road which would be used by Recreation and Parks service vehicles for ingress and egress to the new Lifeguard HQ.

**4. Scenic Highway.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.

The proposed project is not within a state designated scenic highway or within sight of any state designated scenic highway. Therefore, this exception has no application to this project.

**5. Hazardous Waste Site.** This exception applies when a project is located on a site listed as a hazardous waste site under Government Code Section 65962.5.

As of May 25, 2023, the project site was not listed as a hazardous waste site. Therefore, this exception has no application to this project.

**6. Historical Resources.** This exception applies when a project may cause a substantial adverse change in the significance of a historical resource.



The Project will occur within areas previously disturbed by grading and installation of utility connections such as electricity, water, sewer, and communication lines. Deep or major excavation is not anticipated; however, if excavation is necessary, the depth is not anticipated to exceed the depth of the previously disturbed soil. The existing facility is a pre-fabricated building which was placed in the early 2000's on top of the soil without a foundation, and the facility is not made of long-lasting materials, rather, it is made of wooden beams and wooden paneling. The existing facility was intended to be in place for approximately 10 years and it has exceeded its life span. The building is a temporary pre-fabricated structure approximately 30 years of age that according to Historic Places LA, is not identified as a Historic-Cultural Monument.

In the event that unanticipated historical artifacts were encountered, City Engineer Standard Specifications, Section 6-3.2, (Greenbook, 2021) states: "If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer." Therefore, during activities in which there will be ground disturbances (i.e., digging, drilling, etc.) if any evidence of archaeological, cultural, or paleontological resources are found, all work within the vicinity of the find shall stop until a qualified archaeologist can assess the finds and make recommendations. No excavation of any finds should be attempted by Project personnel unless directed by a qualified archaeologist. Construction activities may continue in other areas. If the discovery proves significant under CEQA (Section 15064.5f; Public Resources Code or PRC 21082), additional work such as testing, or data recovery may be warranted.

The discovery of human remains is always a possibility during ground disturbances; State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Los Angeles County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The Los Angeles County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a Most Likely Descendent (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

As indicated above, the Project is not anticipated to result in a substantial adverse change in the significance of a historical resource. Therefore, no substantial adverse impact to cultural resources is anticipated, and as such this exception does not apply.

#### IV. REFERENCES

California Code of Regulations, Title 14, Division 6, Chapter 3 (State CEQA Guidelines), available from <http://leginfo.legislature.ca.gov/>

California Department of Transportation (Caltrans). *California State Scenic Highway System Map*. Retrieved on January 9, 2023, from <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>

City of Los Angeles Department of City Planning Parcel Profile Report. Retrieved on January 9, 2023, from *NavigateLA* <http://boemaps.eng.ci.la.ca.us/navigate/>

City of Los Angeles Department of Public Works Bureau of Engineering. Retrieved on January 9, 2023, *NavigateLA*. <http://boemaps.eng.ci.la.ca.us/navigate/>

City of Los Angeles Environmental Quality Act Guidelines available from [https://planning.lacity.org/EIR/CEQA\\_Guidelines/City\\_CEQA\\_Guidelines.pdf](https://planning.lacity.org/EIR/CEQA_Guidelines/City_CEQA_Guidelines.pdf)

Los Angeles Municipal Code

Public Resources Code, Div. 13, Sections 21000-21189 (CEQA), available from <http://leginfo.legislature.ca.gov/>

State Department of Toxic Substances Control. Envirostor. Search 1701 Sargent Place, Los Angeles CA 90026, USA. Retrieved January 9, 2023 and May 25, 2023, from [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)

State Regional Water Quality Control Board. Geotracker. Search 1701 Sargent Place, Los Angeles CA 90026 USA. Retrieved January 9, 2023 and May 25, 2023, from <https://geotracker.waterboards.ca.gov>.

**Figure 1: Project Vicinity**





Figure 2: Project Location



# FIGURE 3: Site Pictures





FIGURE 4: Site Rendering



FILE

CABRILLO INNER BEACH  
AGREEMENT

FILE ←

EFFECTIVE  
07/01/88

Tom Bradley  
Mayor, City of Los Angeles

Board of Harbor Commissioners  
Jun Mori, Esq., President  
E. Grace Payne, LL. D.  
Robert G. Rados, Sr.  
Floyd Clay  
Ronald S. Lushing  
Peter Mandia, Secretary

Ezunial Burts  
Executive Director

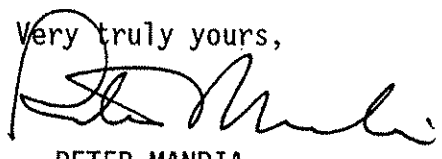
November 14, 1989

Los Angeles City Department of  
Recreation and Parks  
200 North Main Street  
Room 1330, City Hall East  
Los Angeles, CA 90012

SUBJECT: ORDER NO. 5874 APPROVING AND AUTHORIZING THE EXECUTION OF AGREEMENT NO. 1516

At the meeting held on Wednesday, November 8, 1989, the Los Angeles Board of Harbor Commissioners adopted Order No. 5874, which approves and authorizes the execution of Agreement No. 1516, between the City of Los Angeles Harbor Department and the City of Los Angeles Department of Recreation and Parks, for the maintenance and operation of Cabrillo Beach, boat launch ramp, parking lot and restrooms, Outer Harbor, San Pedro.

Order No. 5874 was published in the Los Angeles Daily Journal on November 14, 1989. Your executed copy of Order No. 5874 and Agreement No. 1516 are enclosed.

Very truly yours,  


PETER MANDIA  
Commission Secretary/Analyst

PM:ck  
Encs.

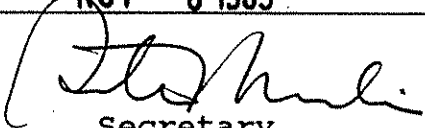
ORDER NO. 5874

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that Proposed Permit and Operating Agreement granted by the City of Los Angeles, acting by and through its Board of Harbor Commissioners, to the CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the same on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of same to be published once in a daily newspaper printed and published in the City of Los Angeles.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners at its meeting of

NOV 8 1989

  
Secretary

APPROVED AS TO FORM

11-2-89  
JAMES K. HAHN, City Attorney

By 

11-2-89

gf



PERMIT AND OPERATING AGREEMENT BETWEEN  
THE LOS ANGELES CITY HARBOR DEPARTMENT AND  
THE LOS ANGELES CITY DEPARTMENT OF RECREATION AND PARKS

This Permit and Operating Agreement, hereinafter referred to as "Agreement," is entered into this 14th day of November, 1989, by and between the Los Angeles City Harbor Department ("Harbor") and the Los Angeles City Department of Recreation and Parks ("DR&P").

WHEREAS, Harbor owns and controls certain waterfront property known as Cabrillo Beach at the Port of Los Angeles, together with an adjacent vehicle parking area, landscaped properties, public restroom buildings, a boat launching ramp, and related facilities; and

WHEREAS, this property is generally described as being westerly of the Port of Los Angeles' Inner Harbor, northerly of Stephen M. White Drive and the Cabrillo Beach Fishing Pier, easterly of Lower Bluff Road (extended), and southerly of the Cabrillo Beach Salt Marsh area, as indicated on "Harbor Engineer's Drawing No. 2-2332 marked as Exhibit "A," attached and made a part hereof; and

WHEREAS, pursuant to Harbor Permit No. 384, the DR&P has obtained the use of a portion of the Cabrillo Beach property from the Harbor for the development and operation of the Cabrillo Beach Marine Museum; and

WHEREAS, the operation and maintenance of beach properties, associated vehicle parking areas, public restroom buildings, boat launching facilities, park lands, and related development, are traditionally the function of the DR&P; and

WHEREAS, the DR&P also has indicated a desire to obtain the use of said property from the Harbor for operational and maintenance purposes; and

WHEREAS, the DR&P also desires to maintain public plazas and landscaping developed by the Harbor within Cabrillo Marina in recognition of the benefits derived by DR&P from Harbor Permit No. 384 employing equipment specified under this Agreement; and

WHEREAS, the Harbor has indicated a willingness to permit this portion of Cabrillo Beach and Cabrillo Marina to the DR&P for the indicated purposes,

WHEREAS, the City of Los Angeles is the trustee of various tides and submerged lands within the Harbor District; and

WHEREAS, the Cabrillo Marina, Cabrillo Maritime Museum and Cabrillo Beach boat launching ramps and general area provide boating, navigation, and some recreational opportunities of statewide interest; and

WHEREAS, the Board determines that the above uses are consistent with commerce, navigation and fishery and will not interfere with commerce, navigation and fishery uses within the Port;

NOW, THEREFORE, the parties hereto mutually agree:

I. TERM:

The term of this Agreement shall commence July 1, 1988, and may be terminated by either party upon service of at least one hundred eighty (180) days prior written notice.

II. PREMISES:

The property permitted by Harbor to DR&P under the terms of this Agreement is indicated on Exhibit "A," attached hereto.

III. PERFORMANCE BY DR&P:

During the term of this Agreement the DR&P agrees to perform the following:

- A. Daily maintenance of the entire area included in Exhibit "A" including, but not limited to, the collection and proper disposal of all trash, refuse and debris; sweeping and cleaning of all outdoor paved areas; sanitizing and cleaning of the public beach area; watering, cutting, pruning and cleaning of all landscaped areas; cleaning of three (3) public restroom buildings; weed control and debris removal from rock slopes to water line; animal litter removal and general maintenance and cleaning of the boat launching area. DR&P also agrees to provide weed control and debris removal and animal litter removal at the Cabrillo Marina as depicted in Exhibit "A-1." Said maintenance to be performed in a manner acceptable to the Executive Director of the Harbor.
- B. Minor repairs to existing facilities including, but not limited to, repairs to water (sprinkler) systems, removal of graffiti, replacement of light bulbs, plumbing maintenance, replacement of shrubs and other landscaping. Said minor repairs are not to exceed Five Hundred Dollars (\$500.00)

cost per each occurrence. DR&P agrees to provide at its expense all materials and labor. However, cumulative and/or persistent maintenance problems caused by actual catastrophes or other unforeseen events and requiring more than normal maintenance practices that are in excess of Five Hundred Dollars (\$500.00) in cost per event or series of events shall be considered a single occurrence and all required repairs and/or replacements will be the responsibility of Harbor in accordance with Section IV.A.

- C. Provisions of lifeguard service within the Port of Los Angeles Breakwater west of Angeles Gate and south of Berth 44 during normal operating days and hours, with special emphasis on lifeguard service during summer and weekend periods when particularly high attendance may be anticipated.
- D. Operation of concession facilities including the Cabrillo Beach public vehicle parking area and boat launching area. No charge will be made for the launching or retrieval of boats within the permit area.
- E. Inspect the premises maintained to assure that the premises at all times are in safe, clean, sanitary and sightly condition. If DR&P discovers any unsafe condition it shall immediately repair the condition if the repairs are within its level of authority. If the unsafe condition involves repairs greater than its level of authority, DR&P shall immediately notify the Port Director of Construction & Maintenance and shall also take all action necessary to protect the public from any unsafe condition discovered including but not limited to erecting barricades, posting warning signs or making temporary repairs.

#### IV. PERFORMANCE BY HARBOR:

During the term of this Agreement the Harbor agrees to perform the following:

- A. Perform all major repairs and replacement of damaged or worn facilities including, but not limited to, structures, large water system units, paving, and related improvements. Said major repairs and replacements shall include those items with an estimated value in excess of Five Hundred Dollars (\$500.00).
- B. Provide the DR&P with major maintenance equipment with a current estimated value of Three Hundred Thirty-seven Thousand Four Hundred Fifty-three Dollars (\$337,453.00) for maintenance of beach property, parking areas, landscaped

areas, public restroom buildings, boat launching area, and related facilities. Said equipment, as indicated on Exhibit "B" attached hereto, shall be owned by the Harbor and shall be loaned by the Harbor to the DR&P during the term of this Agreement. Harbor shall provide preventive maintenance and replacement of certain equipment at its expense during the term of this Agreement as indicated on Exhibit "B."

- C. Provide the DR&P with One Hundred Thirty-two Thousand Dollars (\$132,000.00) during the first (1st) year of this Agreement as payment to the DR&P for the services indicated in Section III, said payment to be due and payable upon execution of this Agreement. Each March 1 during the term of this Agreement DR&P and Harbor shall review and reset payment for services based on any increase or decrease in annual compensation to DR&P personnel engaged in provision of the services.
- D. Provide any necessary dredging in the water area immediately east of the boat launching facility.
- E. Provide funds for DR&P purchase of necessary materials and supplies on an annual basis as indicated on Exhibit "C" attached hereto. Harbor shall make a one time initial payment of Ten Thousand Dollars (\$10,000) for DR&P's purchase of necessary material and supplies into its Municipal Recreation Program Fund No. 301, Account No. 1000.
- F. Board of Harbor Commissioner's approval shall be required for all payments, equipment and expenses in subsequent years which, in the aggregate, exceed One Hundred Thousand Dollars (\$100,000.00) per year.
- G. Provide the DR&P with Ten thousand Dollars (\$10,000) during the first year of this Agreement as payment for the modernization and rehabilitation of lifeguard tower facilities.

V. CONCESSION INCOME:

Both parties hereto acknowledge that, during the term of this Agreement, the DR&P shall receive all income from concessions at Cabrillo Beach realized within the permit area. This concession income shall include, but not be limited to, vehicle parking fees, boat rentals, jet ski rentals, and the conduct of various water-oriented classes that may be of benefit to the general public. Concession income shall be expended by the DR&P for the operation and maintenance of properties and facilities operated under this Agreement, with the remaining funds, if any, to be retained by the DR&P. during the term of this Agreement the DR&P shall establish parking, boat launching, and related fees subject to the following conditions:

- A. The establishment of fee rates shall require the concurrence of the Executive Director of Harbor. Any rules and rates of general application which the Executive Director determines to be appropriate shall be implemented in accordance with the procedure set forth in Charter Section 139(h).
- B. The DR&P shall not initiate any new concessions, or concession rates, without the permission of the Executive Director of Harbor.
- C. The Executive Director of Harbor's concurrence in fee rates and the establishment of new concessions, with associated fee rates, shall not be unreasonably withheld.

VI. MODIFICATIONS, ALTERATIONS AND IMPROVEMENTS:

During the term of this Agreement of the DR&P shall not modify nor make alterations or improvements to existing facilities in the area indicated in Exhibit "A" (attached) prior to the start of construction for said proposed modifications, alterations or improvements.

VII. RULES, REGULATIONS AND INSPECTIONS:

- A. During the term of this Agreement the DR&P agrees to conduct all of its operating and maintenance activities in the permitted premises in accordance with all applicable laws, ordinances, rules and regulations set forth by the Harbor, City of Los Angeles, County of Los Angeles, State of California, and Federal Government.
- B. Authorized representatives, agents and employees of the Harbor shall have the right to enter the permit premises on a 24-hour per day basis for the purposes of Harbor operations and security and for the inspection and observation of the operations maintenance activities being conducted by the DR&P.

VIII. ASSIGNMENT AND SUBLEASE:

During the term of this Agreement the DR&P shall not assign any of the rights and privileges hereby granted nor sublease the premises indicated in Exhibit "A": without the consent, in writing, of the Harbor.

IX. TERMINATION, DEFAULT AND CANCELLATION:

Upon termination of this Agreement, the DR&P shall quit and surrender possession of the premises at Cabrillo Beach in as good and usable condition, subject to normal wear and tear, as the same were in at the time of the first occupancy thereof by the DR&P.

In the event the DR&P defaults or fails to comply with any of the provisions contained herein, the Harbor shall have the right to terminate this Agreement at any time by providing the DR&P with sixty (60) days written notice prior to said date of termination.

X. CORRESPONDENCE:

Harbor shall address all correspondence concerning this Agreement to:

Ms. Jane A. Rasco, Assistant General Manager  
Pacific Region  
Department of Recreation and Parks  
1670 Palos Verdes Drive North  
Harbor City, CA 90710

DR&P shall address all correspondence concerning this Agreement to:

Mr. Ezunial Burts, Executive Director  
Harbor Department  
425 South Palos Verdes Street  
P.O. Box 151  
San Pedro, CA 90733-0151

XI. INDEMNITY:

- A. The Department of Recreation & Parks agrees to defend, indemnify and hold Harbor harmless from and against any and all liability and expense, including defense costs and legal fees, arising out of the negligent or wrongful acts or omissions of the Department of Recreation & Parks, its agents, officers and employees, in the performance of the obligations described in Section III of this Agreement.
- B. Harbor agrees to defend, indemnify and hold Department of Recreation & Parks harmless from and against any and all liability and expense, including defense costs and legal fees, arising out of the negligent or wrongful acts or omissions of Harbor, its agents, officers and employees in the performance of the obligations described in Section IV of this Agreement.

XII. MAINTENANCE OF RECORDS:

DR&P is aware that the City is a trustee of various tide and submerged lands pursuant to grants from the State of California. DR&P is aware that such grants require that trust expenditures and revenues be properly accounted for. Accordingly, DR&P agrees

to maintain sufficient records and agrees to provide such records within thirty (30) calendar days written or oral request of the Executive Director to verify all revenues and expenses associated with the premises operated pursuant to this Agreement.

**XIII. RATIFICATION:**

At the request of Harbor and because of the need therefore, DR&P began performance of the services hereunder on July 1, 1988, prior to the execution of this Agreement. By the execution hereof, Harbor ratifies its agreement to compensate DR&P for such services subject to all of the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement as of the date first written above.

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

By [Signature]  
Executive Director

Attest: [Signature]  
Board Secretary

THE CITY OF LOS ANGELES, by its  
Board of Recreation and Parks  
Commissioners

By [Signature]  
Vice President Mary D. Nichols

Attest: [Signature]  
Secretary Joan A. Thomas

APPROVED AS TO FORM

[Signature], 1989  
JAMES K. HAHN, City Attorney

By [Signature]  
RAYMOND P. BENDER, Assistant

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PERMIT12

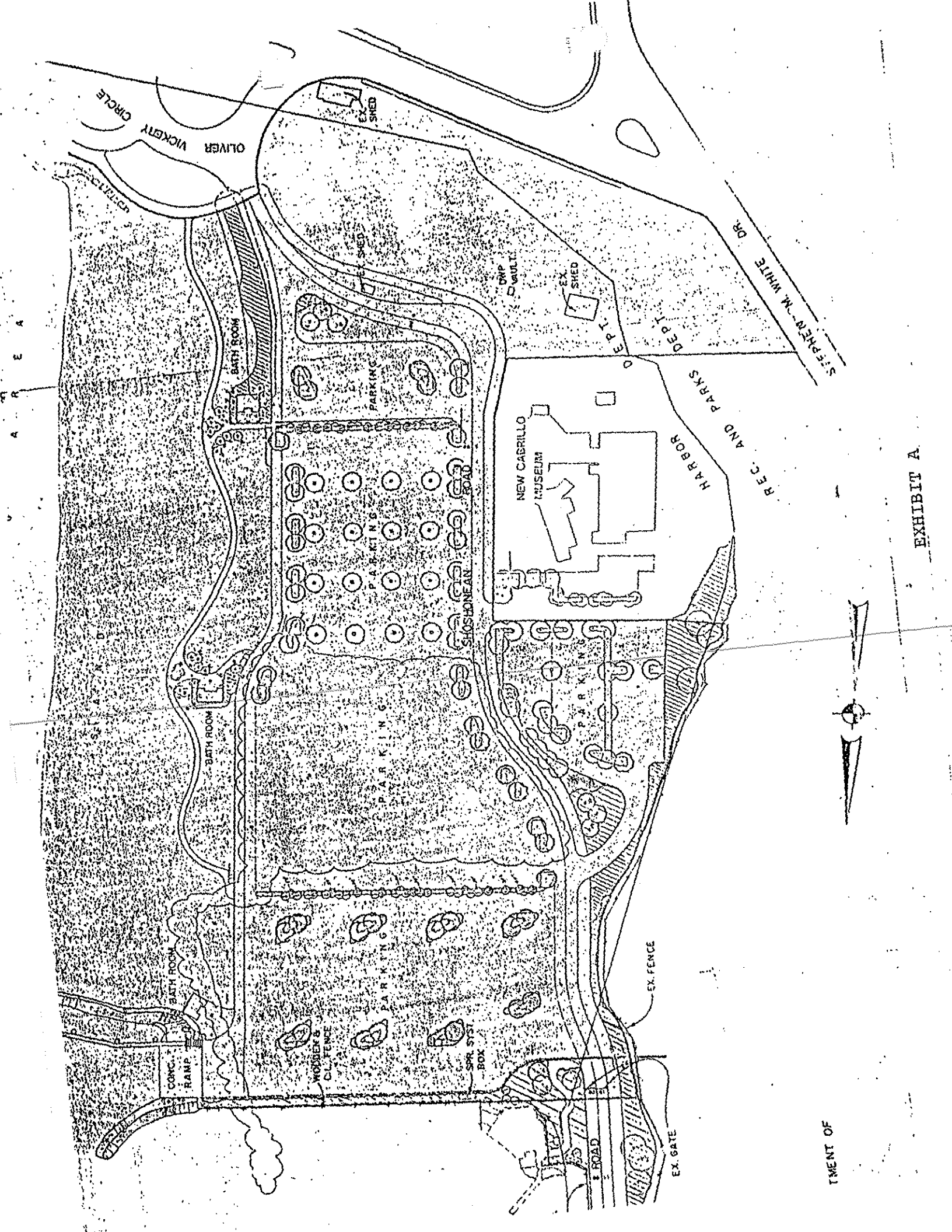


EXHIBIT A

TMENT OF



# LOS ANGELES MARINA

NOTE • PARCEL OUTLINES ARE GENERALIZED ONLY - CONSULT INDIVIDUAL PARCEL LEASE DRAWINGS FOR EXACT CONFIGURATIONS.  
• NUMBERED BERTHING AREAS (29 ETC) AND RELATED PARKING PA1, PA2, ETC) WILL BE CONSTRUCTED BY P.O.L.A.  
• PARCEL PA 0 BERTHING & LAND AREAS BY LESSEES.

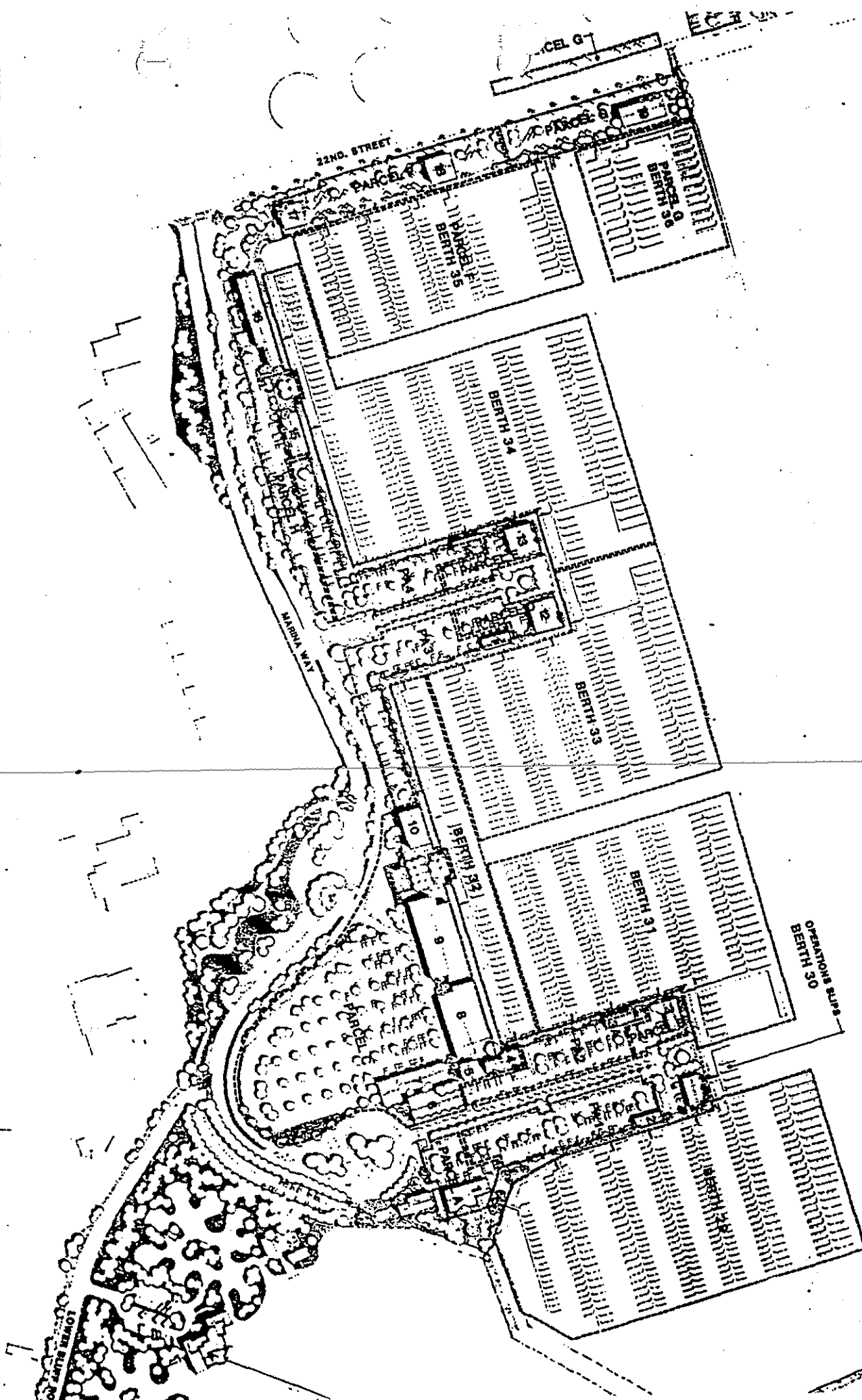


EXHIBIT "B"

Equipment to be provided by Harbor to Department of Recreation and Parks during the term of this Agreement.

Equipment to be maintained by Harbor:

<u>Title</u>	<u>No.</u>	<u>Estimate Unit Cost</u>	<u>Total Cost</u>	<u>Life Exp.</u>
Sanitizer, Beach	1	\$54,000	\$ 54,000	6 yrs.
Skiploader	1	36,000	36,000	6-8 yrs.
Truck, Dump (4 wheel)	1	34,000	34,000	6-8 yrs.
Truck, Pickup (4 wheel)	1	21,000	21,000	6-8 yrs.
Sweeper	1	42,000	42,000	4-6 yrs.
Boat, Lifeguard	1	50,000	50,000	6-8 yrs.
SUBTOTAL			\$237,000	

Equipment to be maintained by Department of Recreation and Parks:

<u>Title</u>	<u>No.</u>	<u>Estimate Unit Cost</u>	<u>Total Cost</u>	<u>Life Exp.</u>
Truckster	3	\$ 8,800	\$ 26,400	4-6 yrs.
York Rake	1	2,500	2,500	10-15 yrs.
Edger, Power	2	261	522	2 yrs.
Blower, Backpack	3	275	825	2 yrs.
Cleaner, Steam	1	11,700	11,700	6 yrs.
Container, Cargo	1	2,500	2,500	10 yrs.
Cutter, Weed, Power	3	320	960	2 yrs.
Trimmer, Hedge, Power	2	320	640	2 yrs.
Cart, Custodial	2	200	400	5 yrs.
Tank, Spray (200 gal.)	1	4,105	4,105	10 yrs.
Radio, Portable	3	2,000	6,000	---
Radio, 2-way	2	1,200	2,400	---
Air Compressor	1	800	800	---
Turf Airifier	1	10,700	10,700	---
Turf Triplex Mower	1	9,000	9,000	---
Turf Weedeaters	3	267	801	2 yrs.
Groundcover Shears	2	325	650	2 yrs.
Rototiller	1	1,700	1,700	6-8 yrs.
Trash Bin Forks	1	100	100	---
Water Pump	1	2,500	2,500	---
Chain Saw	1	250	250	5 yrs.
Guard Tower	1	15,000	15,000	---
SUBTOTAL			\$100,453	
GRAND TOTAL:			\$337,453	

EXHIBIT "C"

Material and supplies to be purchased annually by Department of Recreation and Parks for reimbursement by Harbor.

<u>Item</u>	<u>Estimated Cost</u>
Pesticides	\$ 4,300.00
Soil Amendments	1,150.00
Header Boards	1,940.00
Plant Materials	17,000.00
 ESTIMATED ANNUAL COST:	 \$ 24,390.00

ORDER NO. 5874

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that Proposed Permit and Operating Agreement granted by the City of Los Angeles, acting by and through its Board of Harbor Commissioners, to the CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the same on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of same to be published once in a daily newspaper printed and published in the City of Los Angeles.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners at its meeting of

November 8, 1989



Secretary

LAJ 126705

11/14

FIRST AMENDMENT TO PERMIT AND OPERATING AGREEMENT NO. 1516  
BETWEEN THE LOS ANGELES CITY HARBOR DEPARTMENT AND  
THE LOS ANGELES CITY DEPARTMENT OF RECREATION AND PARKS

Permit and Operating Agreement No. 1516 granted to the LOS ANGELES CITY DEPARTMENT OF RECREATION AND PARKS is hereby amended a first time as follows:

1. The 39,157 square feet shown outlined in yellow on the sketch attached hereto as Exhibit "A-1" are deleted from the Permit and Operating Agreement premises. A final drawing shall be substituted for Exhibit "A-1" when prepared by the Chief Harbor Engineer and shall be marked Exhibit "A-2."

2. The effective date of this First Amendment shall be March 1, 2002.

Except as amended herein, all remaining terms and conditions of Permit and Operating Agreement No. 1516 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Permit and Operating Agreement No. 1516 on the date to the left of their signatures.

Dated: 8/4/04

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners  
By [Signature]  
Executive Director

Attest [Signature]  
Board Secretary

Dated: 2/20/03

THE CITY OF LOS ANGELES, by its  
Board of Recreation and Parks Commissioners  
By [Signature]  
Executive Director

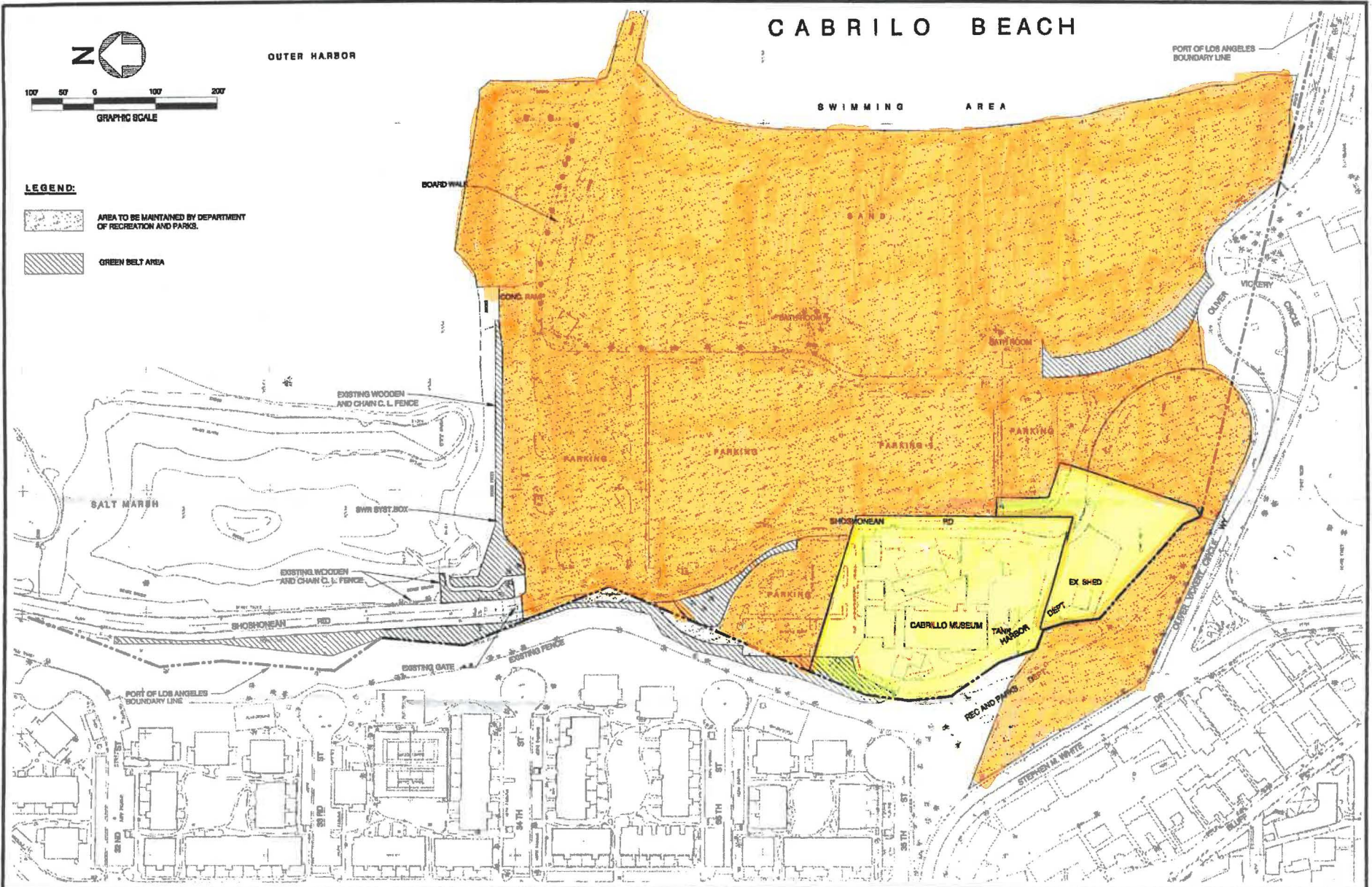
Attest [Signature]  
Board Secretary

APPROVED AS TO FORM  
10-15, 2003  
ROCKARD J. DELGADILLO

By [Signature]  
JONATHON P. NAVE, Assistant



1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9



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NO.	DATE	DRAWN	REVISIONS -	CHK'D	APP'D	SCALE: 1"=100'	CHIEF OF DESIGN <i>J. R. Chiselman</i>	CABRILO BEACH - MAINTENANCE AREA MAP <b>DMMA - 1</b>	
						DRAWN: HASSAN	ASSISTANT CHIEF HARBOR ENGINEER <i>Herald Lum</i>	DEPARTMENT OF RECREATION AND PARKS	
						CHECKED: D. RASCH	<i>Beryl R. Rasch</i>	THE PORT OF LOS ANGELES	
						DESIGNED: HASSAN J	<i>Herald Lum</i>	ENGINEERING DIVISION P.O. BOX 101 SAN PEDRO, CA. 90730-0101	
						ENCR/ARCH	<i>Herald Lum</i>	DRAWING NUMBER <b>2-2332-1</b>	

- Permit 384 |  
- Permit 1516