

APPROVED

Oct 02 2025

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-168

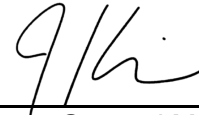
DATE October 02, 2025

C.D. #

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARK SERVICES – SECOND AMENDMENT TO PERMIT AND OPERATING AGREEMENT NO. 1516 BETWEEN THE HARBOR DEPARTMENT AND THE DEPARTMENT OF RECREATION AND PARKS – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15305 [MINOR ALTERATIONS IN LAND USE LIMITATIONS IN AREAS WITH AN AVERAGE SLOPE OF LESS THAN 20%, WHICH DO NOT RESULT IN ANY CHANGES IN LAND USE OR DENSITY] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 5(23) OF CITY CEQA GUIDELINES

B. Aguirre	<u>BA</u>	M. Rudnick	<u></u>
B. Jones	<u></u>	C. Santo Domingo	<u></u>
C. Stoneham	<u></u>	N. Williams	<u></u>



General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

1. Approve the Second Amendment to Permit and Operating Agreement No. 1516 (Amendment) between the Harbor Department and Department of Recreation and Parks (RAP), substantially in the form attached hereto as Attachment 1, regarding use of the parking lot at Cabrillo Beach, subject to the approval of the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Amendment to the City Attorney for review and approval as to form;
3. Determine that approval of the Amendment (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15305 [Minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density] of California CEQA Guidelines and Article III, Section 1, Class 5(23) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
4. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing the NOE; and,

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5. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals.

SUMMARY

The Cabrillo Beach parking lot in San Pedro has historically served as a critical access point for visitors to one of Los Angeles' most frequented coastal areas. Originally constructed in the mid-20th century to accommodate local beachgoers, fishermen, and harbor-related activities, the lot has since seen multiple upgrades aligned with evolving coastal infrastructure and environmental standards.

While the Harbor Department retains jurisdiction over the site, the lot is operated by the Department of Recreation and Parks (RAP) under Permit and Operating Agreement No. 1516. The proposed Amendment removes approximately 30,669 square feet from the existing permit area. This portion of the parking lot will instead be governed by a new Memorandum of Understanding (MOU) between the Harbor Department and RAP, with the area designated as a staff parking lot for Cabrillo Marine Aquarium (Aquarium). A dedicated staff parking lot will ensure that employees of the Aquarium can reliably access their workplace, especially during peak beach season when public parking is limited.

TREES AND SHADE

The proposed Amendment does not affect any existing trees at the Aquarium or contemplates any trees be planted.

ENVIRONMENTAL IMPACT

The object of this Board action is a 30,669 sf parcel used as a parking lot for Aquarium staff pursuant to Permit and Operating Agreement No. 1516, which regulates the maintenance of beach properties, associated vehicle parking areas, public restroom buildings, boat launching facilities, park lands, and related developments owned by the Harbor Department and currently maintained by RAP. With this Board's action, the parcel will be removed from the regulatory framework of Permit and Operating Agreement No. 1516. An ensuing Board action will include the parcel in an MOU between RAP and the Harbor Department governing, among other things, the development, use, operation, and maintenance of the Cabrillo Marine Aquarium.

The proposed Board action, therefore, consists minor changes to land use limitations which do not result in any changes in land use or density.

According to the parcel profile report retrieved on August 6, 2025, this site is not within a methane or historic protection zone. It is located within coastal and liquefaction zones, but the Project will not affect coastal uses or increase the risk of liquefaction. Therefore, 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 August 6, 2025, the State Department of Toxic

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Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (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). According to the Caltrans Scenic Highway Map, there is no scenic highway located within or adjacent to the proposed Project site. Furthermore, the proposed Project is not within an historic site and will not have any significant effect on historic resources.

Based on these considerations, RAP staff recommends that the Board determines that the proposed Project is exempt from the provisions of the California Environmental Quality Act pursuant to Article 19, Section 15305 of the California CEQA Guidelines and from Article III, Section 1, Class 5(23) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and with the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT

The proposed Amendment has no negative impact on RAP's General Fund. The relationship with the Harbor Department involves the provision of significant operation and capital improvements funds for Cabrillo Beach and the Aquarium.

This Report was prepared by Crislyn McKerron, Chief Management Analyst Cabrillo Marine Aquarium.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Second Amendment to Permit and Operating Agreement No. 1516
- 2) Permit and Operating Agreement No. 1516
- 3) First Amendment to Permit and Operating Agreement No. 1516

SECOND 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 second time as follows:

1. Parcels 12 and 4 shall be revised as reflected in the attached revised Drawing No. 1-2502, replacing Drawing No. 1-2502, with no net change in the Premises area.

Except as amended herein, all remaining terms and conditions of Permit and Operating Agreement No. 1516, as previously amended, shall remain in full force and effect.

The effectiveness of this Amendment is conditional upon City Council's approval of a proposed related agreement between the parties governing the operation of Cabrillo Marine Aquarium's employee parking lot (Proposed Related Agreement – Agreement No. _____). Accordingly, the Effective Date of this Amendment shall be deemed the same as the Effective Date of the Proposed Related Agreement upon execution by Executive Director following authorization of the Board.

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(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 1516 on the date to the left of their signatures.

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

By signing below, I attest that I have no personal,
financial, beneficial, or familial interest in this
Agreement.

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

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

Dated: _____

By: _____

Renata Simril
Board President

By: _____

Takisha L. Sardin
Board Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 2025
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By _____
JOHN T. DRISCOLL, Deputy

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.

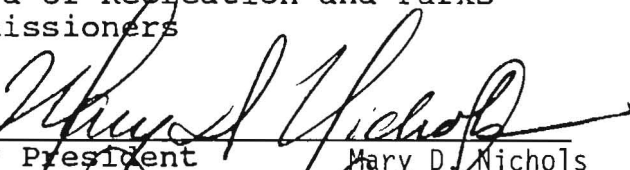
IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement as of the date first written above.

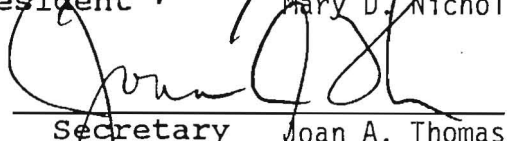
THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

By 
Executive Director

Attest: 
Board Secretary


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

By 
Vice President Mary D. Nichols

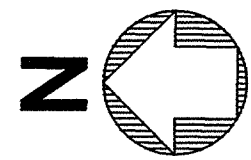
Attest: 
Secretary Joan A. Thomas

APPROVED AS TO FORM

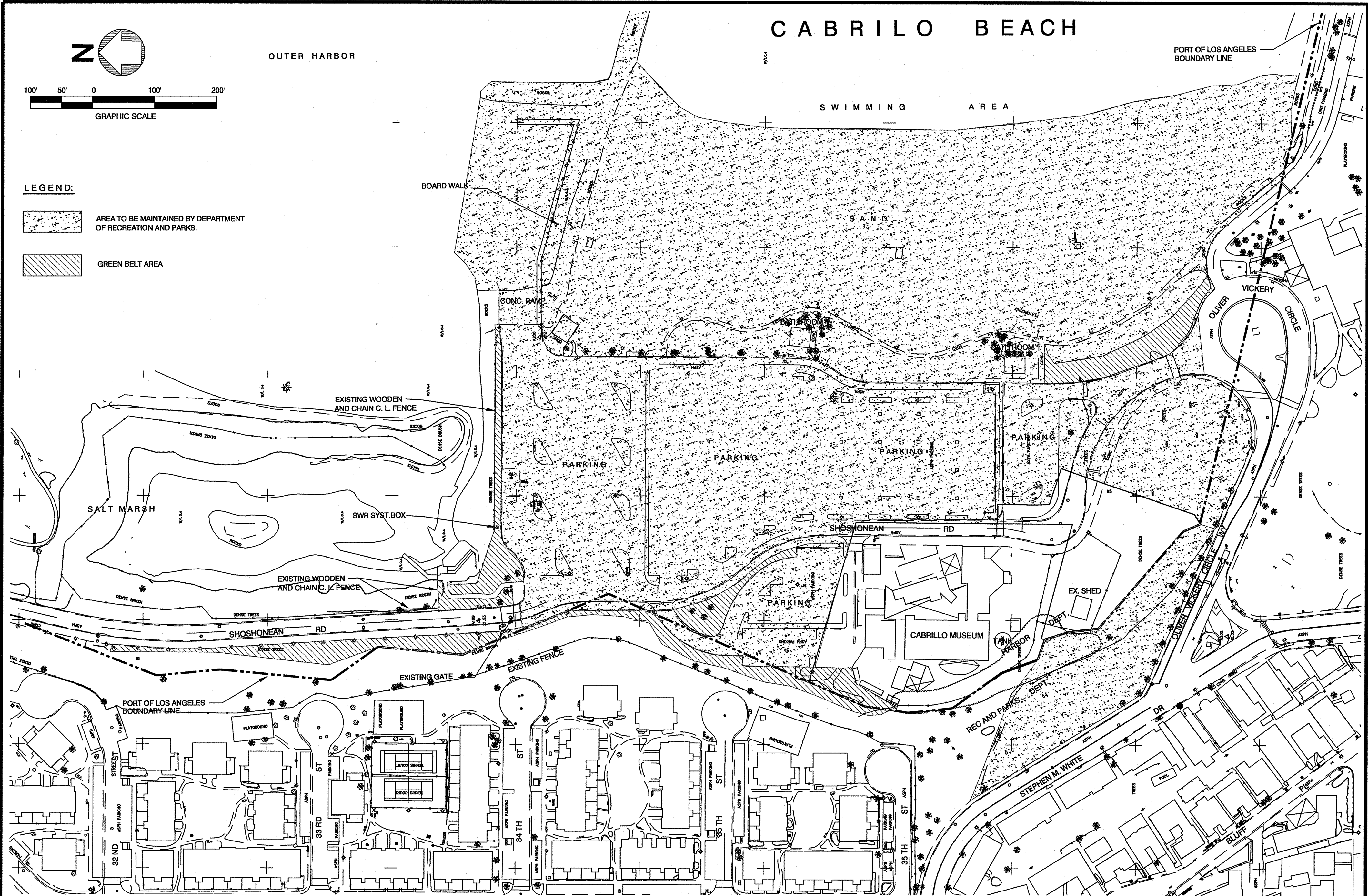
11-1, 1989
JAMES K. HAHN, City Attorney

By 
RAYMOND P. BENDER, Assistant

TCH:ma
PERMIT12



- LEGEND:**
- AREA TO BE MAINTAINED BY DEPARTMENT OF RECREATION AND PARKS.
 - GREEN BELT AREA



NO. DATE DRAWN REVISIONS -				CH'KD	APP'D	SCALE: 1"=100'	CHIEF OF DESIGN	CABRILLO BEACH - MAINTENANCE AREA MAP	
						DRAWN: HASSAN	<i>P. R. Chaudhary</i>	DEPARTMENT OF RECREATION AND PARKS	
						CHECKED: D. RAASCH	ASSISTANT CHIEF HARBOR ENGINEER		
						DESIGNED: HASSAN J	<i>Hassan J</i>	THE PORT OF LOS ANGELES ENGINEERING DIVISION P.O. BOX 151 SAN PEDRO, CA. 90733-0151	
						ENGR/ARCH	<i>Mokey & Jones</i> 4/25/02		
						<i>Daryl R. Raasch</i>	CHIEF HARBOR ENGINEER	DRAWING NUMBER 2-2332-1	
							DATE		

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 F & G BERTHING & LAND AREAS BY LESSEES.

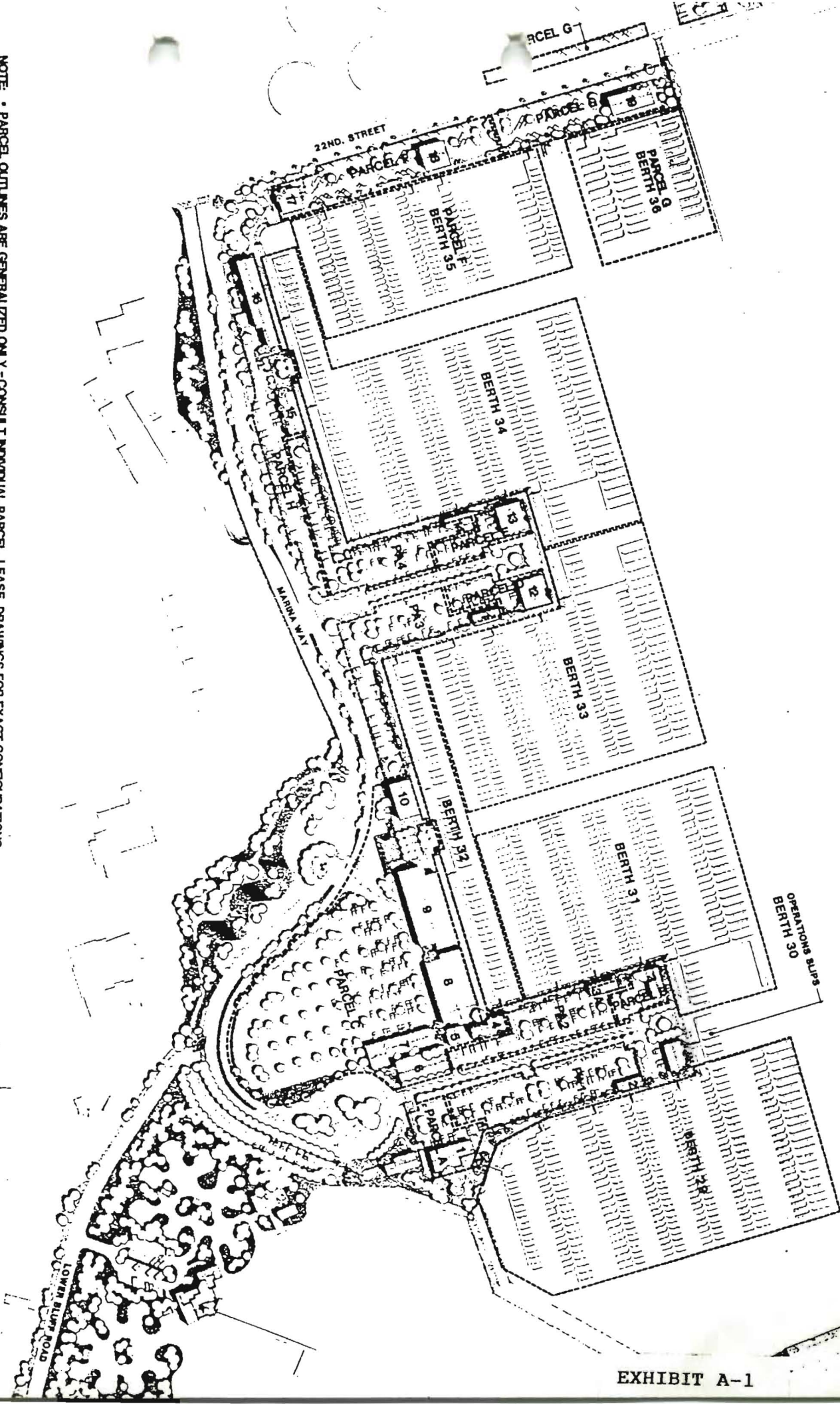


EXHIBIT "B"

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</u> <u>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	<u>50,000</u>	6-8 yrs.
SUBTOTAL			\$237,000	

Equipment to be maintained by Department of Recreation and Parks:

<u>Title</u>	<u>No.</u>	<u>Estimate</u> <u>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	<u>15,000</u>	---
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

AGENDA ITEM

Executive Director's Report to the Board of Harbor Commissioners

RECOMMENDATION APPROVED
AND ORDER NO. 5834 ADOPTED
BY THE BOARD OF HARBOR
COMMISSIONERS

NOV 8 1989

Date: October 19, 1989

Subject: PROPOSED PERMIT AND OPERATING AGREEMENT WITH THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS FOR THE MAINTENANCE AND OPERATION OF
CABRILLO BEACH, BOAT LAUNCH RAMP, PARKING LOT AND REST ROOMS, OUTER HARBOR,
SAN PEDRO

RECOMMENDATION:

It is recommended that the Board:

1. Declare that the proposed action qualifies as a Class 1(14) Categorical Exemption in accordance with the City of Los Angeles CEQA Guidelines; and
2. Adopt the Order approving and authorizing the Executive Director to execute the subject agreement based on the following terms and conditions:

Purposes and Uses: operation and maintenance of Cabrillo Beach, boat launch ramp, landscaping, beach and launch ramp parking lot and rest rooms; and maintenance of public plazas, landscaping, pedestrian ways at Cabrillo Marina.

Compensation: Harbor Department (Harbor) shall pay to the Department of Recreation and Parks (DRP) \$132,000 during the first year of this Agreement, increased or decreased, thereafter, based on change in annual compensation to DRP personnel engaged; provide funds to purchase plant materials used within Cabrillo Beach and Cabrillo Marina; provide one-time funds for improvement of lifeguard tower; and provide previously purchased equipment for use in performance of DRP maintenance obligations.

Term: commencing July 1, 1988 and cancellable, thereafter, by either party upon 180 days' prior written notice.

DISCUSSION:

1. The Harbor Department designed and implemented significant improvements to visitor-serving and recreational facilities at Cabrillo Beach and Cabrillo Marina as part of a comprehensive development program. Once developed, these improvements required ongoing supervision and maintenance to function for the intended purpose. Inner Cabrillo Beach was formerly operated and maintained by the County of Los Angeles. This operation was terminated in 1986 following remittance of a bill by the County for \$300,000 per year to cover the cost of providing lifeguard service within the beach area. Harbor and DRP, thereafter, entered into Agreement 1395 for operation and maintenance by DRP of the beach, landscaping, boat launch ramp, vehicle parking lot, and rest rooms for a two-year period commencing July 1, 1986.

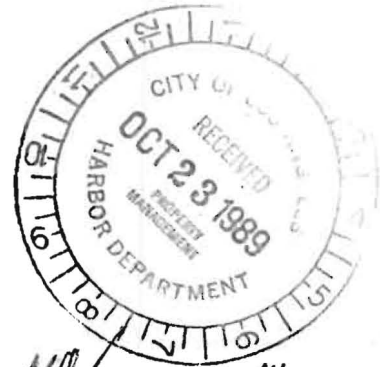
Date: October 19, 1989

Page 2

SUBJECT: PROPOSED PERMIT AND OPERATING AGREEMENT WITH THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FOR THE MAINTENANCE AND OPERATION OF CABRILLO BEACH, BOAT LAUNCH RAMP, PARKING LOT AND REST ROOMS, OUTER HARBOR, SAN PEDRO

2. Agreement 1395 provided for \$125,000 per year payment for DRP for lifeguard service, parking lot staffing and maintenance, and beach and landscaping maintenance at Cabrillo Beach. Additionally, Harbor purchased equipment necessary for beach cleaning and operation and maintenance of the parking lot and landscaping. This equipment has an estimated current replacement cost of \$337,000 and would have been purchased by the Harbor in any event to maintain the area. The equipment is also being used by DRP to maintain public plazas, pedestrian ways, and landscaping within Cabrillo Marina in accordance with Permit 384.
3. Agreement 1395 expired June 30, 1988, and DRP has continued providing lifeguard and maintenance services pending its review and approval of the proposed successor agreement. DRP estimates its total annual cost to operate and maintain Cabrillo Beach, maintain landscaping, plazas, and pedestrian ways at Cabrillo Marina, and provide lifeguard service is approximately \$435,000 for labor and materials, plus \$65,000 allocated supervision and overhead. These costs are proposed to be offset in the subject new agreement as follows:

\$132,000 - Annual payment by Harbor, adjusted with salary changes to DRP personnel
\$ 58,292 - Permit 384 Marine Museum land rent offset
\$200,000 - Cabrillo Beach parking lot and concession revenue (est.)
\$ 24,390 - Annual payment by Harbor for plant materials and supplies
4. Prior repairs of existing facilities not exceeding \$500 per occurrence are performed by DRP at its expense. It is also proposed to provide \$10,000 to DRP on a one-time basis for fabrication and installation of a lifeguard tower serving Inner Cabrillo Beach. Additionally, as equipment owned and provided by the Harbor wears out and must be replaced, such replacement shall be provided to DRP on an equipment loan basis. Harbor is responsible for maintaining major pieces of equipment such as beach sanitizer, sweeper, and trucks; and DRP is responsible for maintaining power tools, mowers, and portable equipment.
5. Harbor staff has found the level of lifeguard service and maintenance provided by DRP to be adequate, but will continue to review performance and assess cost effectiveness and alternative approaches to maintenance. The Director of Construction and Maintenance has reviewed and concurred in the equipment list and DRP service cost estimate, and considers the proposed agreement to be cost effective as compared to maintaining the area using Harbor personnel.



TRANSMITTAL

0150-02348 (C2)

TO The Council	DATE JUL 27 1989	COUNCIL FILE No. 88-1251
FROM The Mayor		COUNCIL DISTRICT 15

Transmitted for your consideration. See
City Administrative Officer report attached.

Tom Bradley
MAYOR

COMMERCE ENGY & NAT RES

REPORT FROM

CITY ADMINISTRATIVE OFFICER

TO	The Mayor	DATE	7-26-89	CAO FILE No.	0150-02348 (C2)
REFERENCE	Request from the Harbor Department for approval of the Fifth Amendment to Harbor Department Agreement No. 1255 and Harbor Commission Order No. 5819; referred by the Mayor's Office for review				COUNCIL FILE No.
SUBJECT	The Fifth Amendment to loan agreement with the California Department of Boating and Waterways for the West Channel/Cabrillo Beach Recreational Complex				COUNCIL DISTRICT

SUMMARY

The Los Angeles Harbor Department (Port) has transmitted for Council approval a proposed order authorizing the Executive Director to execute the Fifth Amendment to the Loan Agreement No. 1255 with the State of California Department of Boating and Waterways (Cal Boat). The amendment would bring the Agreement into compliance with Section 71.8 of California's Harbors and Navigation Code (Code relates to fees and repayment of State loans).

In 1982, the Board of Harbor Commissioners approved Agreement No. 1255 with Cal Boat, which provided a \$4 million loan to the Port for the construction of the West Channel/Cabrillo Beach Recreational Complex. Since this time, the Agreement has been amended on four occasions to provide additional loan amounts, repayment of one loan increment, and a reduction in the interest rate.

The State of California requires that, under Section 71.8 of the Code, loan agreements with the City must include provisions requiring Council to "periodically fix, prescribe, and collect fees...sufficient to produce gross revenues adequate for payment" of money owed to the State. The Fifth Amendment to Agreement No. 1255, which was designed by Cal Boat and sent to the Port for approval, modifies the existing provision dealing with the setting of berthing rates at the Cabrillo Beach Marina so as to bring the Agreement into conformance with the current requirements of Section 71.8.

Whereas the Port is now required by the State to review the charges of other facilities, the Amendment would allow it to use a survey that is prepared by the County or, if such a survey is not available, the Port would be obligated to conduct such a survey. In any case, the Port would be required to transmit the results of the the survey to Cal Boat by the 1st of April each year.

(Summary continued)

K. Conrue
CITY ADMINISTRATIVE OFFICER

The Mayor's Executive Directive No. 39 requires that all "matters of consequence" be sent to his office for review and response prior to being submitted to the Board of Harbor Commissioners for action. The Board of Harbor Commissioners voted to adopt an order executing the Fifth Amendment to Loan Agreement No. 1255 without first submitting it to the Mayor's office for review. The Port has indicated that this was an oversight and that future reports will follow correct procedure.

RECOMMENDATION

That the Council approve for further processing the proposed Fifth Amendment to the West Channel/Cabrillo Beach loan agreement.

MD:ocm

09716D7

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.

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

Dated: 8-4-04

By [Signature]
Executive Director

Attest Audrey H. Yamaki
Board Secretary

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

Dated: 3/20/03

By [Signature]
Executive Director

Attest [Signature]
Board Secretary

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

By Pat Nave
JONATHON P. NAVE, Assistant

RECOMMENDATION APPROVED
BY THE BOARD OF HARBOR COMMISSIONERS -

July 14, 2004

7-14-04
9
DATE: July 8, 2004

Audrey H. Yamaki
SECRETARY



Executive Director's
Report to the
Board of Harbor Commissioners

SUBJECT: FIRST AMENDMENT TO PERMIT 1516 AND SECOND AMENDMENT TO PERMIT 384 – ADJUSTMENTS TO LEASES BETWEEN THE HARBOR DEPARTMENT AND THE DEPARTMENT OF RECREATION AND PARKS FOR CABRILLO MARINE AQUARIUM EXPANSION

SUMMARY:

The Harbor Department and the Department of Recreation and Parks are adjusting the boundaries of Permit 1516 and Permit 384 to accommodate the expansion of the Cabrillo Marine Aquarium and extending the term of Permit 384 to support funding grants for the Aquarium.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Authorize the Executive Director to execute and the Board Secretary to attest to the proposed First Amendment to Permit and Operating Agreement No. 1516 between the Harbor Department and the City of Los Angeles Department of Recreation and Parks (DRP) which will delete 39,157 square feet of the existing premises to be added to Permit 384 premises; and
2. Authorize the Executive Director to execute and the Board Secretary to attest to the Second Amendment to Permit 384 between the Harbor Department and the City of Los Angeles Department of Recreation and Parks which will add the above-mentioned 39,157 square feet to the premises covered in Permit 384 and extend the term of Permit 384 for an additional 15 years, ending February 14, 2024.

PREVIOUS BOARD ACTIONS:

1. In 1979 the Board authorized a 30-year lease (Permit 384) between the Harbor Department and DRP granting DRP use of approximately 2 ¼ acres of Port property for the construction and operation of the Cabrillo Beach Marine Aquarium and related improvements.
2. In 1986 the Board amended Permit 384 to add a five-foot wide right-of-way for pumping salt water between harbor waters and the Aquarium.
3. In 1989 the Board authorized Permit and Operating Agreement No. 1516, granting DRP approximately 12 acres of Port property for use for and maintenance of public park facilities and improvements.
4. In 1997 the Board adopted a Memorandum of Understanding (Agreement 1956) which established a plan for cost sharing which superceded compensation provisions of both Agreement 1516 and Permit 384. The MOU is still in effect.

SUBJECT: FIRST AMENDMENT TO PERMIT 1516 AND SECOND AMENDMENT TO PERMIT 384 – ADJUSTMENTS TO LEASES BETWEEN THE HARBOR DEPARTMENT AND THE DEPARTMENT OF RECREATION AND PARKS FOR CABRILLO MARINE AQUARIUM EXPANSION

5. The Board issued Coastal Development Permit No. 00-27 in January 2001 for the Aquarium expansion.

DISCUSSION:

1. Permit No. 384 grants the Department of Recreation and Parks (DRP) use of approximately 2¼ acres of Port property for construction and operation of the Cabrillo Marine Aquarium for a term of 30 years (expiry of original term is February 1, 2009). DRP is currently implementing the Cabrillo Marine Aquarium Master Plan Improvement Project which will increase the size of the Aquarium, adding much needed amenities and services including an Aqua-culture Discovery Laboratory and Library, new restrooms, new gift shop, a Project Laboratory, and additional administrative offices. In order to accommodate the Aquarium expansion with its added facilities, additional land area in the amount of 39,157 square feet must be added to the 2 ¼ acres currently under the lease providing for the operation of the aquarium.
2. In order to accommodate requirements of funding grants for the Aquarium expansion project DRP requests the term of Permit 384 be extended for an additional 15 years. The proposed Second Amendment will extend the term from February 1, 2009, to February 14, 2024.
3. Permit and Operating Agreement No. 1516 grants the DRP use of approximately 12 acres of Port property at Cabrillo Beach for the operation and maintenance of Cabrillo Beach, a public boat launch ramp, landscaping, beach and boat launch parking lot and restrooms, and maintenance of public plazas, landscaping and pedestrian ways at Cabrillo Marina. The Permit and Agreement is revocable by either party upon 180 days written notice.
4. Permit 384 and Agreement No. 1516 are adjacent and comprise the entire area necessary for expansion of the Aquarium. The two proposed Amendments will transfer 39,157 square feet of property from Permit and Agreement No. 1516 to Permit 384. A Memorandum of Understanding was executed between the Harbor Department and DRP on June 4, 1997, which provided for compensation and cost sharing of maintenance expenses between the Port and DRP. The changes contemplated by these two amendments will have no effect on the compensation of the permits under the terms of the MOU.
5. In accordance with Executive Directive No. 16, DRP submitted the two proposed amendments to the Mayor's office for review and the City Administrative Officer recommended approval of both pursuant to a CAO's report dated March 5, 2003.
6. The Board of Recreation and Parks Commissioners considered and approved both amendments at its meeting of June 19, 2002, Item No. 02-260.

DATE: July 8, 2004

Page 3 of 3

SUBJECT: FIRST AMENDMENT TO PERMIT 1516 AND SECOND AMENDMENT TO PERMIT 384 - ADJUSTMENTS TO LEASES BETWEEN THE HARBOR DEPARTMENT AND THE DEPARTMENT OF RECREATION AND PARKS FOR CABRILLO MARINE AQUARIUM EXPANSION

ENVIRONMENTAL ASSESSMENT:

1. In accordance with the California Environmental Quality Act (CEQA) and State and City CEQA Guidelines, the DRP's Environmental staff has filed a Final Mitigated Negative Declaration (MND) which was prepared for the Improvement Project Master Plan, finding that all potential significant environmental effects of the Aquarium expansion project have been properly disclosed, evaluated and mitigated to less than significant.
2. The proposed action is a modification to an existing lease which will not result in an expansion of use beyond that assessed in the mitigated negative declaration. As such, the Director of the Environmental Management Division of the Harbor Department has determined that the proposed Board action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article III, Class I (14) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:


There is no fiscal impact on the Operating Budget.

CITY ATTORNEY:

The two proposed amendments were prepared and approved as to form by the office of the City Attorney and accepted by the tenant.

TRANSMITTALS:

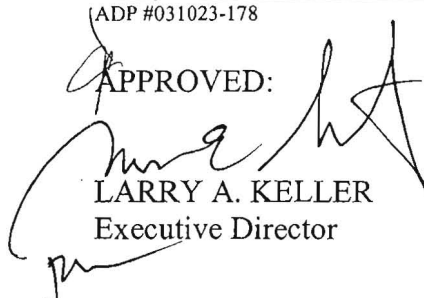
1. First Amendment to Permit and Operating Agreement No. 1516
2. Second Amendment to Permit No. 384


SID ROBINSON
Director of
Property Management

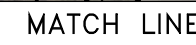

ALBERT B. FIERSTINE
Director Business Development

SR:DMK:jr
BL065jr
ADP #031023-178



APPROVED:


LARRY A. KELLER
Executive Director

RECEIVED
OFFICE OF
CITY ATTORNEY
04 JUL - 8 PM 3:32
CITY OF LOS ANGELES
BOARD OF COMMISSIONERS



NO.	DATE	DRAWN	REVISIONS -

PERMIT MAP - AUTHORITY NO. A1516	
<h1 style="margin: 0;">LOS ANGELES CITY, REC. & PARKS</h1>	
 <div style="text-align: center;"> <h2 style="margin: 0;">THE PORT OF LOS ANGELES</h2> <p style="font-size: small; margin: 0;">ENGINEERING DIVISION P.O. BOX 161 SAN PEDRO, CA. 90733-0151</p> </div>	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  </div> <div style="text-align: right;"> <p style="font-size: small; margin: 0;">DRAWING NUMBER</p> <p style="font-size: large; margin: 0;">1-2502</p> </div> </div>