

APPROVED

Oct 02 2025

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-169

DATE October 02, 2025

C.D. #

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CABRILLO MARINE AQUARIUM – MEMORANDUM OF AGREEMENT BETWEEN THE HARBOR DEPARTMENT AND DEPARTMENT OF RECREATION AND PARKS FOR CABRILLO MARINE AQUARIUM - 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

B. Aguirre BA M. Rudnick _____
B. Jones _____ C. Santo Domingo _____
C. Stoneham _____ N. Williams _____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed 35-year Memorandum of Agreement (MOA) between the City of Los Angeles (City) Harbor Department and Department of Recreation and Parks (RAP) substantially in the form attached hereto as Attachment 1, for use of property located at 3720 Stephen M. White Drive for the development, improvement, maintenance and operation of the Cabrillo Marine Aquarium.
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed MOU for the appropriate approvals, and to the City Attorney for review and approval as to form;
3. Determine that the 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 as well as 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;

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4. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-five Dollars (\$75.00) for the purpose of filing the NOE; and,
5. Authorize the Board President and Secretary to execute the MOA upon receipt of the necessary approvals.

SUMMARY

Cabrillo Marine Aquarium (Aquarium) has served as a cornerstone of marine education and conservation in the Los Angeles Harbor area for nearly a century. Established in 1935 within the historic Cabrillo Beach Bathhouse, the Aquarium was originally operated by the City of Los Angeles Department of Recreation and Parks (RAP). Over time, the Aquarium grew in both scale and reputation, culminating in the construction of a new facility in 1981, designed by noted architect Frank Gehry. Further expansion of the facility occurred in 2004 to accommodate increased visitor demand and programmatic offerings. The Aquarium is accredited by the Association of Zoos and Aquariums and is the only free admission aquarium to meet these accreditation standards in the United States.

The Aquarium is located on property that falls under the jurisdiction of the Los Angeles Harbor Department. The property is governed by the State of California's Tidelands Trust, which mandates that all use of granted tidelands serve public trust purposes such as commerce, navigation, fisheries, environmental education, and recreation. As such, the Aquarium's presence and operations on the property require formal approval and continued oversight by the Harbor Department, in partnership with RAP.

In 1979, the Aquarium's long-term presence at its current site was formalized through Permit No. 384, a Memorandum of Understanding (MOU) between the Harbor Department and RAP. This agreement authorized the use of the tidelands parcel for Aquarium operations and was foundational in defining the rights and responsibilities of both parties. This MOU also established a financial framework for ongoing operational support. Under the agreement, the Harbor Department provides reimbursement to RAP for eligible operating costs incurred in managing and maintaining the Aquarium. Furthermore, the MOU enables the Harbor Department to fund capital improvements to the facility, ensuring the Aquarium remains a safe, functional, and engaging resource for the public.

The proposed (MOU) seeks to formalize and extend the use of tidelands for the continued operation of the Aquarium. The new agreement will authorize an expansion of the Aquarium's operational footprint to include a dedicated employee parking area, supporting the facility's growing staffing and programming needs. Additionally, the MOU provides for continued financial support from the Harbor Department for an additional 35-year term. This includes reimbursement for operating expenses and funding for approved capital improvements, in alignment with prior agreements and consistent with the fiduciary responsibilities associated

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with the use of public trust lands. The proposed MOU also clarifies the approval process for the Aquarium's annual operating budgets and budgetary transfer requests.

Approval of this MOU reaffirms the City's long-standing commitment to the Aquarium and its role as a premier institution for marine science education, environmental stewardship, and community engagement. It ensures that the Aquarium will continue to operate in full compliance with the State Tidelands Trust and applicable City policies, while advancing public access and educational programming along the Los Angeles waterfront. Finally, it clarifies and reaffirms the long-standing collaborative relationship between the City's Harbor Department and RAP for the operation of the Aquarium.

TREES AND SHADE

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

ENVIRONMENTAL IMPACT

The proposed Board's action consists of approving a Memorandum of Understanding (MOU) between the City of Los Angeles Department of Recreation and parks (RAP) and the Harbor Department which dedicates a portion (170,557 sf) of the tidelands owned by the harbor Department to the development, use, operation, and maintenance of the Cabrillo Marine Aquarium, as well as for programs, lectures, education, workshops, fundraising, filming, community events, and other visitor serving activities. The MOU licenses the use of the area to RAP and establishes a framework for the reimbursement of operational and capital improvement expenditures to RAP.

About 82% of the area had been dedicated to the Cabrillo Marine Aquarium with previous deliberations, 18% was previously included in a more general agreement (Operational Agreement 1516) as a parking lot to be maintained by RAP.

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, historic protection zone. It is located within a coastal, and liquefaction zone, but 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 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

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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 the vicinity of the proposed Project or within its 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 MOA has no negative impact on the Aquarium's operations and RAP's General Fund. The relationship with the Harbor Department provides significant operation and capital improvements funds for the Aquarium which will enable the Aquarium to continue and/or expand services and maintain professional accreditation requirements without RAP bearing the cost of those services.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 2: Offer Affordable and Equitable Recreation Programming

Outcome No. 1: Improved health and social equity for young Angelenos.

Goal No. 5: Ensure an Environmentally Sustainable Park

Outcome No. 4: Increased opportunities for environmental education

Goal No. 6: Build Financial Strength and Innovation

Outcome No. 1: The Department's operating budget meets the needs of the park system for all Angelenos

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

LIST OF ATTACHMENTS/EXHIBITS

1) Memorandum of Understanding between Harbor Department and RAP

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FOR
THE USE OF PROPERTY LOCATED AT 3720 STEPHEN WHITE DRIVE

This Memorandum of Understanding ("MOU") is made and entered into by and between the CITY OF LOS ANGELES HARBOR DEPARTMENT, Licensor (sometimes hereinafter referred to as "HARBOR DEPARTMENT"), acting by and through its Board of Harbor Commissioners ("Board"), and the CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS, Licensee, acting by and through its Board of Recreation and Parks Commissioners, whose address is 221 N. Figueroa Street, Suite 350, Los Angeles, California 90012, both departments within the government of the City of Los Angeles (sometimes each individually referred to as a "Party," and collectively referred to as the "Parties").

WHEREAS, HARBOR DEPARTMENT owns and controls certain waterfront property within the Harbor District known as Cabrillo Beach Recreation Area or Cabrillo Beach; and

WHEREAS, pursuant to HARBOR DEPARTMENT Permit No. 384 (Permit No. 384), entered into by the Parties in 1979, Licensee was permitted the use of 98,135 square feet of surface land within Cabrillo Beach for the development and operation of what is currently known as the Cabrillo Marine Aquarium ("Aquarium"); and

WHEREAS, Permit No. 384 was amended in 1986 to add 2,738 square feet of subsurface pipeline right-of-way; and

WHEREAS, pursuant to HARBOR DEPARTMENT Agreement No. 1516 (Agreement No. 1516), entered into by the Parties in 1989, Licensee was permitted the use of approximately 12 acres of HARBOR DEPARTMENT property adjacent to Permit No. 384 premises for use and maintenance of Cabrillo Beach properties, associated vehicle parking areas, public restroom buildings, boat launching facilities, park lands, public plazas, landscaped areas, and related development; and

WHEREAS, in 1997 the Board adopted a Memorandum of Understanding (Agreement 1956) which established a plan for cost sharing which superseded compensation provisions of both Agreement 1516 and Permit 384; and

WHEREAS, in 2004, Permit No. 384 was amended a second time to extend its term until February 14, 2024, and to transfer 39,157 square feet of surface area premises from Agreement No. 1516 to Permit No. 384; and

WHEREAS, the Parties desire to consolidate certain premises currently described under Permit No. 384 and Agreement No. 1516 into this successor MOU, allowing for: (i) the development, improvement, use, operation, and maintenance of the Premises by Licensee; (ii) clarification of the roles and responsibilities of the Parties, including annual

Board approval of budgeted funds for the Aquarium; and (iii) simplification of the existing budgetary transfers related to the use and operation of the Premises; and

WHEREAS, HARBOR DEPARTMENT finds that: (1) the grant of the permitted use of the Premises pursuant to this MOU will further HARBOR DEPARTMENT purposes or anything incidental to those purposes; and (2) the grant of the permitted use of the Premises is not inconsistent with any trust upon lands held by the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Premises. Licensee is permitted under this MOU to use the lands and/or waters and/or facilities consisting of One Hundred Sixty-Seven Thousand Nine Hundred Seventy Six (167,976) square feet of surface area and Two Thousand Five Hundred Eighty-One (2,581) square feet of subsurface pipeline right of way located at 3720 STEPHEN WHITE DRIVE as delineated and more particularly described on Harbor Engineering Drawing No. 45714 attached hereto as Exhibit A ("Premises") and incorporated herein by this reference. The Premises may be subject to final measurement by HARBOR DEPARTMENT. To the extent that the final measurements differ from Exhibit "A," the Harbor Engineer shall: (i) revise Exhibit "A" to reflect the correct measurements of the Premises and any improvements thereon; (ii) renumber the revised Exhibit "A" as Exhibit "A-1"; and (iii) transmit Exhibit "A-1" to Licensee. Upon HARBOR DEPARTMENT transmittal to Licensee, such revised and renumbered Exhibit "A-1" shall be deemed to: (i) be incorporated into this Agreement without further action of the Board or the Council; and (ii) supersede Exhibit "A." Subject to compliance with Applicable Laws, addition or deletion of Premises not to exceed a cumulative total of ten percent (10%) of the originally designated Premises, may be made by mutual written agreement of the Parties as detailed herein, so long as such change in area is not a temporary use of substitute premises as set forth in Tariff Item 1035 (or its successor), or not temporary as determined by HARBOR DEPARTMENT in its sole and absolute discretion. Such addition or deletion shall be by written amendment and shall specify appropriate adjustments in Compensation, if any. Unless the modification involves an amount in excess of the HARBOR DEPARTMENT's Executive Director's ("Executive Director") contracting authority, as that amount may be amended from time to time, the amendment shall not require approval by the Board or the Council. If, on the other hand, the modification involves an amount within the Executive Director's authority, they shall make such modification in their sole and absolute discretion and shall transmit the amendment memorializing the modification to Licensee. Any such amendment shall revise and replace the following: (i) this Section 1 (Premises) (ii) Section 7 (Compensation), and (iii) Exhibits "A," and/or "B," as necessary to conform to these modifications.
2. Permitted Use. The Premises shall be used for the purpose of development, use, operation, and maintenance of the Aquarium, as well as for programs, lectures, education, workshops, fundraising, filming, community events, and other visitor-serving activities consistent with the State Tidelands Act, said Act further described in Section 36 ("Additional Laws, Rules and Regulations") and not for any other use

without the prior written consent of Executive Director which approval may be withheld by HARBOR DEPARTMENT in its sole and absolute discretion. Permitted uses shall specifically include improvements to the parking lot to develop, construct, operate, maintain and install solar carports and EV charging stations. Licensee further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

3. Licensee hereby assumes complete control and responsibility of all components of developing, improving, maintaining, and operating the Premises depicted on Exhibit A into a marine aquarium and related facilities upon execution of this MOU. Licensee rights to use under this MOU shall be exclusive, except for the operations of the HARBOR DEPARTMENT and its Licensees specified herein and any preexisting rights, easements, and reservations. The right and permission of Licensee is subordinate to the prior and paramount right of HARBOR DEPARTMENT to use said real property for the public purposes to which it now is and may, at the option of HARBOR DEPARTMENT, be devoted. Licensee undertakes and agrees to use said Premises and to exercise these MOU rights jointly with HARBOR DEPARTMENT and will always exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of said Premises by HARBOR DEPARTMENT.
4. Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation (sometimes hereinafter referred to as the "City"), and said HARBOR DEPARTMENT in said real property, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of said Premises shall be referable solely to the permission herein given.
5. Effective and Termination Dates. This MOU shall commence upon full execution after approval by the entities respective Board of Commissioners and the last approval for the MOU required by City of Los Angeles' Charter and Administrative Code ("Effective Date") and terminate Thirty-Five (35) years thereafter (the "Term"). Upon the Effective Date, Permit No. 384 between the parties will be terminated, and all rights and obligations thereunder (except for any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate.
6. If Licensee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of HARBOR DEPARTMENT, such license shall be from month to month only, and not a renewal hereof or an extension for any further term and such month-to-month license shall be subject to every other provision, covenant and agreement contained herein. Nothing contained in this Section 6 shall be construed as consent by HARBOR DEPARTMENT to any holding over by Licensee, and HARBOR DEPARTMENT expressly reserves the right to require Licensee to surrender possession of the Premises to HARBOR DEPARTMENT as provided in this MOU

upon the expiration or other termination of this MOU.

7. Compensation.

- a. The provision, operation, maintenance, and preservation of a visitor-serving Aquarium directly serves the citizens of the State of California in furtherance of the Tidelands Trust. During the Term, Licensee intends to provide, operate, and maintain the Aquarium and perform all the necessary tasks to provide the services and programs based on the adopted budget. HARBOR DEPARTMENT will reimburse Licensee for approved operating expenses and capital maintenance costs described in annual budget submissions and incurred from the Permitted Use of the Premises only, except for operating expenses and capital maintenance costs supported by other revenue sources including but not limited to grants, charges, sales, fees, event fees, filming fees, donations, and support from the Friends of Cabrillo Aquarium, according to the procedures described below:
 - 1) Annual Budget Approval. Harbor Department shall have input on the development of the annual budget (Annual Budget) for operation of the Aquarium, and such budget will not be effective for purposes of this MOU without Board's approval. During the term of the MOU, Licensee will work with HARBOR DEPARTMENT to develop and agree upon an Annual Budget for the operation of the Aquarium pursuant to the process set forth in this MOU, for submittal to and approval by the Board in accordance with Board requirements.
 - 2) Licensee shall prepare the Annual Budget using the format to be shown in Exhibit B to the MOU – "Cabrillo Marine Aquarium Proposed Annual Operating Budget". The Annual Budget shall identify revenue projections and estimated expenditures by quarter for the upcoming fiscal year and estimated actuals for the current fiscal year as well as historical actuals for the immediately preceding three years. The proposed Annual Budget shall include detailed documentation which supports the revenue projections and budgeted expenses. The budget detail for personnel costs will include staff by job classifications, collective bargaining agreements, and current and proposed step levels for each proposed position. The Budget submission shall be comprehensive and include projected revenue and estimated expenditures related to third party funding and related programming including but not limited to grants, charges, sales, fees, event fees, donations, and support from the Friends of Cabrillo Marine Aquarium to provide the HARBOR DEPARTMENT the entire scope of services being offered and additional revenue sources.
 - 3) Within one (1) month of the Effective Date of the MOU, Licensee shall deliver an updated Annual Budget for the MOU's current fiscal year of operation in addition to proposed capital budgets for the initial (and

subsequent) five-year period(s) of the MOU. Thereafter, Licensee shall submit the proposed Annual Budget including updated rolling five-year capital budget by October 1 of each year in preparation for the ensuing fiscal year commencing July 1 annually. HARBOR DEPARTMENT agrees that the proposed capital budgets submitted by Licensee may include estimates, for costs associated with capital budget items as accurate budget costs for capital projects may not be available at the time of submission of the capital budget. HARBOR DEPARTMENT will cooperate with Licensee in good faith and as may be necessary for Licensee to provide accurate budget cost estimates for capital projects to the reasonable satisfaction of HARBOR DEPARTMENT.

- 4) Licensee shall provide to the HARBOR DEPARTMENT quarterly expense invoices promptly after quarterly closing but no later than 60 days after closing of the quarter for the HARBOR DEPARTMENT's review and payment.
- 5) Maintenance Contingency. Each Annual Budget shall be subject to a maximum overall maintenance contingency amount, as approved by the Board, of 2.5% of the gross operating expenses of the adopted budget. The HARBOR DEPARTMENT shall not be required to reimburse any amounts over the Board approved maintenance contingency amount. Furthermore, unless such contingency is in response to an emergency, notice of any maintenance contingency must be provided at least ten (10) days in advance and in writing, to the HARBOR DEPARTMENT Executive Director, and any amount totaling over \$50,000 must be approved by the Executive Director. Maintenance contingency shall not result in additional full-time or part-time staffing.
- 6) Each Annual Budget shall provide that HARBOR DEPARTMENT shall reimburse Licensee for obligatory labor-related expense adjustments attributable to collective bargaining agreements, including but not limited to Cost-of-Living Adjustments (COLAs), that may not have been contemplated or approved prior to the October 1 budget submission date. Upon approval of these labor-related expense adjustments by the City Council, Licensee shall submit documentation to the HARBOR DEPARTMENT reflecting the approved expense adjustments.
- 7) Annual Financial Report. Licensee shall prepare and provide to the HARBOR DEPARTMENT Executive Director an Annual Financial Report that includes a budget-versus-actual statement, and statement of revenue and expenses. This financial report shall be due October 1 after each fiscal year during the term of this MOU. HARBOR DEPARTMENT will

have the right to audit all aspects of the Aquarium operations, income, and expenses, and Licensee will cooperate and respond in a timely manner to all audit requests.

- 8) Licensee shall provide revenue and expenditures related to other revenue sources and related programming including but not limited to grants, charges, sales, fees, event fees, donations, and support from the Friends of Cabrillo Marine Aquarium each October for the preceding year to provide the HARBOR DEPARTMENT the entire scope of services being offered, and revenues collected.
 - 9) Permits, Regulatory Requirements, and Environmental Obligations: At Licensee's expense and without reimbursement from HARBOR DEPARTMENT, unless approved in the annual budget submission process, Licensee shall be responsible for obtaining all required permits and necessary compliance with regulatory requirements (e.g. conditional use permits or other entitlements) and for document preparation costs required by any environmental review under CEQA and NEPA necessary to develop or use the Premises as well as any necessary environmental mitigation or remediation costs, as applicable.
 - 10) Construction: At Licensee's expense and without reimbursement from HARBOR DEPARTMENT, unless approved in the annual budget submission process, Licensee shall be responsible for all major construction or replacement projects which projects shall be subject to prior approval from the Board and compliance with all laws applicable to the issuance of entitlements, which laws may include, without limitation, the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA"), and the California Coastal Act ("Coastal Act"), as applicable.
 - 11) Grant Applications: Licensee shall diligently pursue all potential grant monies applicable to the Aquarium during the Term of this MOU. The Annual Financial Report will disclose all grant funding received along with a description of grant funded projects or programs.
8. Services and Utilities. Unless otherwise provided for herein or approved in the annual budget submission process, Licensee shall pay for all costs, fees, or charges for the application, installation, operation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given. Licensee shall not use any existing utility system prior to the transfer of financial responsibility to the Licensee with the appropriate utility company providing service.
 9. Rights-of-Way: This MOU shall at all times be subject to rights-of-way over, on,

under, and through the Premises for (1) sewers; storm drains; pipelines (public or private); telecommunications equipment; conduits; telephone, cable, fiber optic, and/or power lines; and all similar items; (2) streets, highways, railroads, and all other means of transportation; and (3) equipment access, occupancy, and all other rights reasonably necessary to comply with homeland security or related requirements of federal, state, and local agencies; regardless of whether such rights-of-way exist or are authorized by Board or HARBOR DEPARTMENT in the future. HARBOR DEPARTMENT further reserves rights-of-way over, on, under, and through the Premises as Board or HARBOR DEPARTMENT requires to drill and explore new, or to maintain existing, oil, gas, or mineral wells. This MOU and the Premises shall at all times be subject to all prior exceptions, reservations, grants, easements, leases, or licenses of any kind whatsoever as the same appear of record in the Office of the Recorder of Los Angeles County, California, or in the official records of City or any of its various departments, and shall also be at all times subject to additional reservations Board or HARBOR DEPARTMENT may reasonably require after the Effective Date for which Licensee shall receive no compensation unless otherwise expressly provided.

10. Premises Satisfactory to Licensee / Required Modifications. Licensee has inspected the Premises and agrees that they are suitable for the Permitted Use (Section 2). Licensee agrees to accept possession of the Premises in its "AS IS" condition including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances and regulations governing and regulating the use of the Premises and any recorded covenants, conditions, restrictions, easements, licenses or right of ways. No officer or employee of HARBOR DEPARTMENT has made any representation or warranty with respect to the Premises, except as described in writing and attached hereto as an addendum, if any, and in entering into this MOU, Licensee agrees it relies only on the provisions of the MOU. Any modification, improvement, or addition to the Premises and any equipment installation or removal required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Licensee's operations, shall be constructed, installed, or removed at Licensee's sole expense, unless approved in the annual budget submission process. Licensee shall obtain a Harbor Engineer Permit from the office of the Chief Harbor Engineer, Engineering Division, of City's HARBOR DEPARTMENT ("Chief Harbor Engineer") and shall comply with the requirements of Section 16 (Alterations on Premises) of this Permit before making any modification, improvement, or addition to the Premises.
11. Maintenance and Repair Performed by Licensee: Licensee shall keep and maintain the Premises, and all buildings, works, and improvements of any kind thereon, in good and substantial repair and condition and shall be responsible for and perform all necessary inspection, maintenance, and repair thereof, including preventive maintenance, using materials and workmanship of similar quality to the original improvements. Licensee shall obtain any permits, including but not limited to those

issued by City and HARBOR DEPARTMENT, necessary for such maintenance and repair.

12. Litter and Debris: Licensee shall provide sufficient dumpsters or other like containers for trash collection and disposal and keep the Premises free and clear of rubbish, debris, and litter at all times. Licensee shall perform annually, at a minimum, before the commencement of the rainy season, inspections and cleaning of any storm water catch basins (including filters), maintenance holes, and drains. Licensee shall keep and maintain the Premises in a safe, clean, and sanitary condition in accordance with all applicable federal, state, municipal, and other laws, ordinances, rules, and regulations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Licensee to be or remain on the Premises, and Licensee shall prevent any such material or matter from being or accumulating upon the Premises.
13. Fire Protection Systems. All fire protection sprinkler systems, standpipe systems, fire hoses, fire alarm systems, portable fire extinguishers, and other fire-protective or extinguishing systems, with the exception of hydrant systems, or appliances which have been or may be installed on the Premises shall be maintained and repaired by Licensee in an operative condition at all times.
14. Inspections. Upon HARBOR DEPARTMENT request, Licensee shall provide personnel to accompany HARBOR DEPARTMENT representatives on periodic inspections of the Premises to determine Licensee's compliance with this MOU. Notwithstanding the foregoing, nothing obligates HARBOR DEPARTMENT to make such determinations and HARBOR DEPARTMENT shall not incur any liability for not making such inspections and determinations.
15. There is expressly reserved unto Licensor and unto all authorized employees of Licensor the right of continuous access.
16. Alterations on Premises. Licensee shall not construct on or alter ("Alteration") the Premises, including a change in the grade, without first obtaining HARBOR DEPARTMENT'S written approval and a Harbor Engineer Permit. Licensee shall submit to HARBOR DEPARTMENT a complete Application for Port Permit that attaches a complete set of drawings, plans, and specifications reflecting the proposed Alteration. Where applicable, the drawings, plans and specifications must be prepared and stamped by a licensed engineer registered in the State of California. All projects in the Harbor District are subject to review by City's HARBOR DEPARTMENT pursuant to the California Environmental Quality Act (CEQA) and the certified Port Master Plan. City's Chief Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans, and specifications. Licensee, at its own expense, shall obtain all permits necessary for such Alteration, including a Harbor Engineer Permit, prior to the commencement of such Alteration. All Alterations by Licensee pursuant to this MOU shall be at Licensee's sole

expense, unless approved in the annual budget submission process. Licensee shall keep the Premises free and clear of liens for labor and materials and shall hold HARBOR DEPARTMENT harmless from any responsibility in respect thereto. Licensee shall give written notice to the Chief Harbor Engineer, in advance, of the date it will commence any Alteration. Immediately upon the completion of the Alteration, Licensee shall notify the Chief Harbor Engineer of the date of such completion and shall, within thirty (30) days after such completion, file with the Chief Harbor Engineer, in a form acceptable to the Chief Harbor Engineer, a set of "as built" plans for such Alteration if required under the terms of the Harbor Engineer Permit issued for the Alteration.

17. Signs and Lighting. HARBOR DEPARTMENT shall have the right to feature its logo on signage displayed at the Aquarium or in associated educational materials. HARBOR DEPARTMENT will work in collaboration with Licensee on all signage, special events, marketing, media, and educational materials to be displayed at or associated with the Aquarium. Licensee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Licensee obtains consent, Licensee shall also comply with the requirements of Section 16 (Alterations on Premises) of this MOU prior to erecting or displaying any signs or advertising matter on the Premises. Licensee shall further post, erect, and maintain on the Premises such signs as Executive Director may direct. All signs erected or displayed on the Premises shall comply with the regulations set forth in Section 14.4.1 *et seq.* of the Los Angeles Municipal Code. Licensee acknowledges that the Premises may lack adequate lighting for a Permitted Use and that Licensee is responsible for installing temporary or permanent lighting as it may deem necessary to perform any labor, or to protect any property stored or located on the Premises, or to otherwise use the Premises for any Permitted Use. Licensee shall comply with the requirements of Section 16 (Alterations on Premises) of this MOU prior to installing any lighting.
18. Visitor Information. Licensee will provide the HARBOR DEPARTMENT with monthly and annual information and metrics on Aquarium visitors, in the format requested by the HARBOR DEPARTMENT, which may be updated from time to time.
19. Notices.
 - a. All notices from one party to the other given pursuant to the terms of this MOU under the laws of the State of California, including but not limited to notice under the provisions of Section 1161 of the California Code of Civil Procedure, shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed to Licensee or HARBOR DEPARTMENT at the addresses respectively specified below or to such other place as Licensee or HARBOR DEPARTMENT may from time to time designate in a written notice to the other; or, in the case of Licensee delivered to Licensee at the Premises or at any place where

Licensee or any agent or employee of Licensee may be found. Licensee hereby agrees that service of notice in accordance with the terms of this MOU shall be in lieu of the methods of service specified in Section 1161 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this MOU.

Notice to HARBOR DEPARTMENT:

MICHAEL J. GALVIN
Director of Waterfront and Commercial Real Estate
425 South Palos Verdes Street
San Pedro, California 90731

Notice to Licensee:

General Manager
City of Los Angeles Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

- b. Licensee shall notify HARBOR DEPARTMENT of any changes in Licensee's mailing address and daytime telephone number within ten (10) days of changes. Any notice to HARBOR DEPARTMENT shall be given by delivering such notice to its Director of Real Estate or by sending such notice by mail addressed to the Director of Real Estate, XX
20. This MOU may be revoked by HARBOR DEPARTMENT in the event of any failure or refusal on the part of Licensee to comply with or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Licensee personally or by mailing the same to Licensee. Failure by HARBOR DEPARTMENT to revoke this MOU for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.
21. Upon the expiration or termination of this MOU, the Licensee, at its sole cost and expense, shall restore the Premises to its original condition or better at the time of the Effective Date prior to the expiration or termination of this MOU. Licensee shall remove all improvements, equipment, signs, debris, litter, and any other personal property, leave the surface in a clean, level, graded, and compacted condition with no excavations or holes resulting from Structures removed, unless otherwise instructed in writing by HARBOR DEPARTMENT. Licensee shall call HARBOR DEPARTMENT's Real Estate Services at (213) 367-0564 to arrange for a site inspection of Licensee's improvements on the Premises in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of the HARBOR DEPARTMENT without compensation to

Licensee regardless of any improvements made to these improvements. This obligation shall survive the expiration or termination of this MOU.

If HARBOR DEPARTMENT determines that restoration has not been completed upon expiration or termination of this MOU, HARBOR DEPARTMENT shall give Licensee written notice detailing the deficiencies of Licensee's restoration efforts. If Licensee fails to correct such deficiencies within sixty (60) days of the written notice, HARBOR DEPARTMENT may restore said Premises entirely at the risk and expense of the Licensee. The cost for said restoration by HARBOR DEPARTMENT shall be billed to Licensee, and Licensee shall promptly pay HARBOR DEPARTMENT for the restoration costs within thirty (30) days of the billing date or have it deducted from the next invoice received by HARBOR DEPARTMENT from Licensee.

22. All work completed and the use of the Premises, pursuant to the terms of this MOU, shall be completed in accordance with the terms and conditions specified in ordinances, statutes, permits, and regulations governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.
23. Subject to the terms and provisions of this MOU, (a) Licensee has inspected the Premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-Licensees undertakes and agrees to be promptly defend, pay, reimburse, cover, and or otherwise be financially responsible to HARBOR DEPARTMENT from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs or losses of any kind or nature whatsoever that are incurred by or asserted against HARBOR DEPARTMENT (collectively, "Claims"), for death, bodily injury or personal injury to any person, including but not limited to Licensee's employees, customers, invitees and agents, or persons who enter onto the Premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this MOU; 2) the Premises after the Effective Date; 3) the acts, errors or omissions to act or willful misconduct, or non-performance or breach by Licensee of any term and/or condition of this MOU; or 4) the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Licensee or its officers, agents, employees, contractors or sub-Licensees with respect to the Premises covered under this MOU, regardless of any negligence on the part of the HARBOR DEPARTMENT.

Licensee's obligations under this Section 23 shall not apply to any Claims arising

solely from the sole negligence or willful misconduct of Licensor.

Licensee shall not seek financial responsibility from HARBOR DEPARTMENT for any damage to the Licensee's or Licensee's invitees' equipment and/or improvements due to future construction or reconstruction by HARBOR DEPARTMENT within the Premises, except where such damage is caused by the sole negligence or willful misconduct of HARBOR DEPARTMENT. Before commencing any such construction or reconstruction of the Premises, HARBOR DEPARTMENT shall provide Licensee with ten (10) business days' prior written notice to enable Licensee to protect its equipment and/or improvements, unless such construction or reconstruction is necessitated by an emergency.

This responsibility shall be in addition to any other rights or remedies which HARBOR DEPARTMENT have under law or under this MOU. This obligation under this Section 23 shall survive the expiration or termination of this MOU.

24. Licensee shall pay for all materials placed upon, joined, or affixed to said Premises by or at the instance of Licensee, shall pay in full all persons who perform labor upon said Premises at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against said Premises for any work completed or materials furnished thereon at the instance or request of Licensee. Licensee shall provide HARBOR DEPARTMENT notice in writing of any liens levied against the Premises. Licensee shall have 15 days to cause the removal of any such liens and if such liens are not removed, HARBOR DEPARTMENT may pay any amount owed and cause their removal. HARBOR DEPARTMENT shall bill the Licensee for the amount paid out by HARBOR DEPARTMENT in removing such liens. Licensee shall have 15 days to repay the funds expended by HARBOR DEPARTMENT necessary to remove such lien. Failure to comply with the requirements of this section shall be considered a default and HARBOR DEPARTMENT shall have the right but not the obligation to terminate this MOU. The exercise by HARBOR DEPARTMENT of its right to terminate under this section shall not be construed as a waiver of any of its right to any other remedy or lawful action to recover funds paid by HARBOR DEPARTMENT.
25. Assignment and Subletting. Licensee shall not assign, sublease, or permit the use of the Premises by any persons other than Licensee and its employees, or otherwise transfer (voluntarily, involuntarily, by operation of law) all or any part of its interest in this MOU or the Premises without the prior written consent of HARBOR DEPARTMENT.
26. Licensee acknowledges that Licensee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other provisions of law upon expiration or termination of this MOU. No relocation expenses will be paid by HARBOR DEPARTMENT.
27. Insurance

Self-Insurance: It is hereby understood that Licensee is self-insured concerning any claims that may arise as a result of the approved work and use of the Premises. Licensee and its contractors shall ensure that any of its contractors obtain and keep in force during the term of this MOU, insurance coverages by insurers licensed and/or admitted to do business in California. Licensee shall be solely responsible for its independent contractors and subcontractors and shall cause its subcontractors to maintain insurance coverage consistent with usual and customary practices in their respective industries with limits applicable to the scope of work being performed.

28. Licensee hereby acknowledges that this MOU is a license only and does not constitute a lease of, invitation or obligation to lease, or any present or future interest in the Premises.
29. Licensee is hereby notified that facilities of other Licensees of HARBOR DEPARTMENT may exist on the Premises. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all such installations. HARBOR DEPARTMENT and any of its Licensees will take reasonable precautions and actions to avoid infringement, interference, or damage to Licensee's equipment and/or improvements. Licensee shall be responsible for the identification and protection of the existing facilities during construction of approved improvements. Licensee shall provide reasonable access to any other Licensees, users, or easement holders.
30. Licensee shall be responsible for the training of its personnel under all applicable laws including, but not limited to, training regarding the operation of equipment, and the handling and disposal of hazardous materials and wastes in connection with the permission herein given.
31. During and upon expiration, revocation, or termination of this MOU for whatever reason, the Licensee shall only be responsible, to the extent caused by or introduced onto the Premises as a result of the use of the Premises by Licensee, its Affiliates and/or invitees, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Premises, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 CFR §§9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 CFR §§6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 CFR §§1251 et seq.]; the Toxic Substances Control Act [15 CFR §§2601 et

seq.]; the Hazardous Materials Transportation Act [49 CFR §§5101 et seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 CFR §§136 et seq.]; the Superfund Amendments and Reauthorization Act [42 CFR §§9601 et seq.]; the Clean Air Act [42 CFR §§7401 et seq.]; the Safe Drinking Water Act [42 CFR §§300f et seq.]; the Solid Waste Disposal Act [42 CFR §§6901 et seq.]; the Surface Mining Control and Reclamation Act [30 CFR §§1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 CFR §§11001 et seq.]; the Occupational Safety and Health Act [29 CFR §§651 et seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et seq.]; the California Hazardous Substances Account Act [H&SC §§25300 et seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §§25249.5 et seq.]; the Porter- Cologne Water Quality Control Act [Wat.C. §§13000 et seq.] together with any amendments of, or regulations promulgated under the statutes cited above, environmental policies, rules, and directives of City's HARBOR DEPARTMENT (Port Environmental Policies), and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Premises, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of HARBOR DEPARTMENT and any governmental body having jurisdiction there over.

32. All activities not directly related to vehicular access including, but not limited to, auto repair, refueling of vehicles or equipment, washing, and change of oil are prohibited within the Premises.
33. Licensee shall take all necessary measures to minimize disturbances to neighboring businesses or nearby residences and shall assume the responsibility of resolving any complaints/disputes from adjacent property owners or the public, arising out of Licensee's use and enjoyment of the Premises. Any inquiries or complaints brought to the attention of HARBOR DEPARTMENT shall be directed to the Licensee. Licensee must post and maintain on site the required signage, which includes but not limited to the following information, at a designated location approved by HARBOR DEPARTMENT:
 - a. For Information, requests, or to report issues, call 311 or (213) 473-3231.
34. During the term of this MOU, Licensee shall comply with Los Angeles Municipal Code Section 121, relating to water conservation as it pertains to the Premises.
35. Licensee agrees that this MOU will not be recorded.
36. Additional Laws Rules and Regulations.
 - a. Licensee shall be, at its sole cost and expense, solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state,

and/or local government authority regarding its use of the Premises. Expenditures for compliance may be approved in the annual budget submission process.

- b. Licensee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.
 - c. Premises subject to Port of Los Angeles Tariff No. 4 ("Tariff"). Licensee accepts the Premises and shall undertake the Permitted Uses subject to each and every of the applicable rates, terms, and conditions of the Tariff in its form on the Effective Date, or as it may be temporarily amended, or permanently amended, or superseded during the Term. Except as otherwise set forth in this MOU, Licensee is contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. Executive Director, in his or her sole and absolute discretion, shall determine if a conflict exists between a provision of this MOU and a Tariff provision. In the event of such conflict, this MOU shall at all times prevail.
 - d. State Tidelands Act, Grants and Trusts; City Charter. This MOU is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this MOU, the Premises and Licensee's use and occupancy thereof, are at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (1929 Cal. Stats. 1929, Ch. 651), as amended, ("Act"), and provisions of Article VI of the Charter of the City of Los Angeles ("Charter") relating to such lands. Licensee agrees that any interpretation of this MOU and the terms contained herein must be consistent with such limitations, conditions, restrictions, and reservations of the Act and the Charter. Licensee further agrees that it shall not undertake any use of the Premises, even a Permitted Use, which is or will be inconsistent with such limitations, conditions, restrictions, and reservations.
 - e. Nondiscrimination. Licensee agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
37. This MOU shall be interpreted, governed by, and construed under the laws of the State of California and venue shall lie in the County of Los Angeles.
38. The parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this MOU or of any duty, covenant, obligation, or undertaking

established under this MOU.

39. Any waiver at any time by either party of its rights with respect to a default under this MOU, or with respect to any other matter arising in connection with this MOU, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay in assessing or enforcing any right shall not be deemed to be a waiver of such right, provided that all applicable statutory periods of limitation shall apply.
40. Prior Permit Superseded. Where this MOU supersedes a previous permit or other entitlement granted by HARBOR DEPARTMENT to Licensee, from and after the Effective Date, said superseded permit or other entitlement shall have no further force or effect except to the extent either party has accrued any continuing rights or obligations that remain to be exercised or performed after the termination or expiration of the superseded permit or other entitlement as provided in the superseded permit or other entitlement.
41. Integrated Agreement. This MOU (including exhibits attached hereto) is the final expression of and contains the entire agreement amongst the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
42. Amendments. This MOU may not be modified, changed, or supplemented except by written mutual agreement between the Parties.
43. Time of the Essence. Time is of the essence in this MOU.
44. This MOU may be executed in one or more counterparts, and by the parties in separate counterparts, each of which, when executed, shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by HARBOR DEPARTMENT) and sent by e-mail shall be deemed original signatures.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
BOARD OF HARBOR COMMISSIONERS

Date _____, 2025

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: _____, 2025

By: _____

Renata Simril
President

By: _____

Takisha L. Sardin
Secretary

DWG: N:\cadd\Users\Exhibits\Final\45714.dwg USER: HOANGP
DATE: JUL 07 2025 3:15pm XREFS:BDRY-POLA BDRY-PIER IMAGES:L6_6471_17156.L6_6471_17156

NO. DATE DRAWN REVISIONS -

CHK'D APP'D NO. DATE DRAWN REVISIONS -

CHK'D APP'D

SCALE: 1" = 80'

CHIEF OF DESIGN

PERMIT MAP

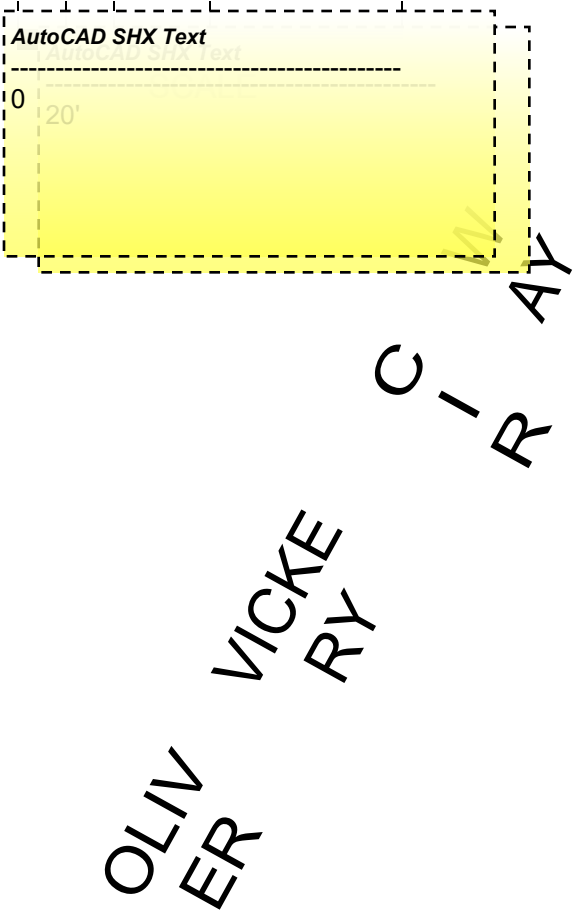
DRAWN: R. HAYASHI
CHECKED: C. SAR
DESIGNED: P. HOANG
ENGINEER / ARCHITECT

ASSISTANT CHIEF HARBOR ENGINEER

CHIEF HARBOR ENGINEER
07/07/25
DATE

425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309

DRAWING NUMBER SHEET NUMBER



PARCEL NO.3

PARCEL NO.2

PARCEL NO.1

PARCEL NO.4

N 1717652.09
E 6474957.37

LINE TABLE

NO.	BEARING	DISTANCE(FT)
L1	N0°52'37"E	42.05
L2	N87°14'05"W	16.27
L3	N9°32'24"W	19.75
L4	N18°53'01"W	24.08
L5	N33°35'50"W	19.88
L6	N42°11'29"W	25.52
L7	N51°32'14"W	23.15
L8	N57°32'39"W	25.47
L9	N68°52'35"W	28.14
L10	N67°44'37"W	17.13

LINE TABLE

NO.	BEARING	DISTANCE(FT)
L11	N38°00'37"W	9.03
L12	N16°29'44"W	5.05
L13	N15°30'50"E	33.44
L14	N35°32'36"E	16.20
L15	N54°51'34"E	14.35
L16	N52°54'22"E	16.34
L17	N2°01'30"W	29.72
L18	N60°27'02"E	14.89
L19	N56°11'27"E	10.25
L20	N45°39'26"E	30.44

LINE TABLE

NO.	BEARING	DISTANCE(FT)
L21	N35°58'34"E	17.41
L22	N26°08'35"E	20.98
L23	N15°17'07"E	31.18
L24	N3°22'19"E	22.77
L25	N3°07'03"E	22.04
L26	N13°06'42"E	3.98
L27	N86°52'57"W	14.90
L27	N0°51'20"E	110.93

EXHIBIT B

**Department of Recreation and Parks
Cabrillo Marine Aquarium
FY 2022-23 through FY 2023-24 Actual Billed
FY 2024-25 Proposed**

	FY22-23 Actuals	FY23-24 Actuals	FY24-25 Projection
Direct Labor			
Full-Time	\$ 2,678,592	\$ 3,106,170	\$ 3,403,849
Overtime	\$ 13,497	\$ 15,898	\$ 60,000
Part-Time	\$ 609,760	\$ 525,904	\$ 1,003,397
Subtotal Direct Labor	\$ 3,301,848	\$ 3,647,972	\$ 4,467,247
Indirect Costs			
Full-Time	\$ 2,191,088	\$ 3,506,070	\$ 4,112,531
Part-Time	\$ 234,148	\$ 265,676	\$ 1,391,476
Subtotal Indirect Labor	\$ 2,425,236	\$ 3,771,746	\$ 5,504,007
Subtotal Labor	\$ 5,727,084	\$ 7,419,718	\$ 9,971,254
Expenses			
3040 - Contractual Services	\$ 46,275	\$ 47,715	\$ 49,385
3090 - Field Equipment Expense	\$ 6,407	\$ -	\$ -
3160 - Maintenance Materials	\$ 94,602	\$ 71,872	\$ 74,387
3310 - Transportation	\$ -	\$ -	\$ -
4580 - Feed and Grain	\$ 27,499	\$ 26,794	\$ 27,732
6010 - Office and Administrative	\$ 10,321	\$ 13,864	\$ 14,350
6020 - Operating Supplies	\$ 27,333	\$ 22,631	\$ 23,423
Utilities (Water/Electricity)	\$ 240,282	\$ 278,317	\$ 287,843
Subtotal Expenses	\$ 452,719	\$ 461,193	\$ 477,119
Grand Total	\$ 6,179,803	\$ 7,880,911	\$ 10,448,373

- 1) Harbor Billing utilizes labor/expense information from RAPX7780 (Cabrillo Marine Aquarium), RAPX2811 (Cabrillo Museum Maintenance), and PKXX2811 (Cabrillo Museum Maintenance).
- 2) FY 2022-23 and FY 2023-24 Quarter One utilizes Draft Cost Allocation Plan (CAP) 44; FY 2023-24 Quarter Two and Three utilizes Draft Cost Allocation Plan (CAP) 45; and FY 2023-24 Quarter Four and proposed FY 2024-25 utilizes adjusted Draft Cost Allocation Plan (CAP) 46 for Full-Time, Half-Time at or above 20 hours per pay period, Half-Time Under 20 hours per pay period, and Hiring Hall indirect costs. Half-time employees who work 20 hours or more per pay period are subject to Full-Time CAP rates.

Municipal Recreation/Special Funds Account

- 3) The aquarium receives very little in the way of revenue. Most programs and events are free to the public. Some programs fees, payments for boat charters, and small admissions donations are collected. These funds are held to pay for program supplies (arts supplies, snacks for participants etc), to pay for the boat charters, professional/accreditation membership dues (Association of Zoos and Aquariums, Aquarium Conservation Partnership etc), and minor facility improvements. These expenses are covered solely by this revenue and are not charged to the Harbor.

	FY22-23 Actuals	FY23-24 Actuals	FY24-25 Projection
Revenue	\$ 178,705	\$ 362,206	\$ 270,456
Expenses	\$ 230,091	\$ 340,258	\$ 270,000
Balance*	\$ (51,386.00)	\$ 21,948	\$ 456

* Deficiencies are covered by RAP. Surplus is earmarked for small improvements such as the upcoming parking lot fencing project that will not be charged to the Harbor Department.

Department Of Recreation and Parks
FY 2024-25 Proposed
Cabrillo Marine Aquarium
Full-Time and Overtime Labor

CLASS CODE	CLASS TITLE	FY 2024-25 WAGES & COUNT SALARY	Salary After 2 COLA's	INDIRECT COSTS ¹
1358-0	ADMINISTRATIVE CLERK	\$ 51,384	\$ 54,116	\$65,383
1358-0	ADMINISTRATIVE CLERK	\$ 51,384	\$ 54,116	\$65,383
1358-0	ADMINISTRATIVE CLERK	\$ 51,384	\$ 54,116	\$65,383
2400-1	AQUARIST I	\$ 85,838	\$ 90,402	\$109,224
2400-1	AQUARIST I	\$ 85,838	\$ 90,402	\$109,224
2400-1	AQUARIST I	\$ 85,838	\$ 90,402	\$109,224
2400-1	AQUARIST I	\$ 85,838	\$ 90,402	\$109,224
2400-2	AQUARIST II	\$ 102,625	\$ 108,082	\$130,585
2493-1	AQUARIUM EDUCATOR I	\$ 67,850	\$ 71,458	\$86,335
2493-1	AQUARIUM EDUCATOR I	\$ 67,850	\$ 71,458	\$86,335
2493-1	AQUARIUM EDUCATOR I	\$ 67,850	\$ 71,458	\$86,335
2493-1	AQUARIUM EDUCATOR I	\$ 67,850	\$ 71,458	\$86,335
2493-1	AQUARIUM EDUCATOR I	\$ 67,850	\$ 71,458	\$86,335
2493-2	AQUARIUM EDUCATOR II	\$ 87,674	\$ 92,336	\$111,560
2493-2	AQUARIUM EDUCATOR II	\$ 87,674	\$ 92,336	\$111,560
2493-2	AQUARIUM EDUCATOR II	\$ 87,674	\$ 92,336	\$111,560
2493-2	AQUARIUM EDUCATOR II	\$ 87,674	\$ 92,336	\$111,560
3333-1	BUILDING REPAIRER I	\$ 67,672	\$ 71,270	\$86,109
5927-0	CHIEF BUILDING OPERATING ENGINEER	\$ 154,992	\$ 154,992	\$187,261
9182-0	CH MANAGEMENT ANALYST	\$ 203,956	\$ 214,801	\$259,523
3127-1	CONSTRUCTION AND MAINTENANCE SUPERVISOR I	\$ 135,991	\$ 143,222	\$173,041
1670-1	GRAPHICS DESIGNER I	\$ 77,246	\$ 81,354	\$98,291
9184-0	MANAGEMENT ANALYST	\$ 101,617	\$ 107,020	\$129,302
2404-0	MARINE AQUARIUM ADMINISTRATOR	\$ 120,686	\$ 127,103	\$153,566
2425-2	MARINE AQUARIUM CURATOR II	\$ 95,164	\$ 100,224	\$121,091
2425-2	MARINE AQUARIUM CURATOR II	\$ 95,164	\$ 100,224	\$121,091
2425-2	MARINE AQUARIUM CURATOR II	\$ 95,164	\$ 100,224	\$121,091
2402-0	MARINE AQUARIUM EXHIBITS DIRECTOR	\$ 105,381	\$ 110,985	\$134,092
2403-0	MARINE AQUARIUM PROGRAM DIR	\$ 111,270	\$ 117,187	\$141,585
2412-2	PARK SVCS ATTENDANT II	\$ 52,764	\$ 55,570	\$67,139
1793-1	PHOTOGRAPHER I	\$ 74,270	\$ 78,219	\$94,505
2424-0	PR PARK SVCS ATTENDANT	\$ 91,554	\$ 96,422	\$116,498
1542-0	PROJECT ASSISTANT	\$ 84,021	\$ 88,489	\$106,912
1116-0	SECRETARY	\$ 72,462	\$ 76,315	\$92,204
1368-0	SR ADMINISTRATIVE CLERK	\$ 71,604	\$ 75,412	\$91,112
3143-0	SR GARDENER	\$ 67,305	\$ 70,884	\$85,642
2422-0	SR PARK SERVICES ATTENDANT	\$ 71,456	\$ 75,256	\$90,924

\$ 3,239,814 \$ 3,403,849 \$ 4,112,531

Total FT Salaries \$ 7,516,380

OVERTIME	TOTAL COST
Overtime(Animal care on holidays)	\$ 60,000

¹ - Indirect Costs are based on adjusted DRAFT Cost Allocation Plan 46 for FY 2023-24.

Department Of Recreation and Parks
FY 2024-25 Proposed
Cabrillo Marine Aquarium
Part-Time Labor

Classification	Status	Number	Rate/Hr	Annual Direct Cost	Estimated Direct Labor Half-Time At Or Above 20 Hours Per Pay Period (92%)	Estimated Direct Labor Half-Time Under 20 Hours Per Pay Period (8%)	Indirect Costs Half-Time At Or Above 20 Hours	Indirect Costs Part-Time and Half-Time Under 20 Hours Per Pay Period	Total Indirect Costs	FY 2024-25 Grand Total
Admin Intern I	Part	3	\$25.00	\$ 39,000				\$ 24,629	\$ 24,629	\$ 63,629
Admin Intern II	Part	1	\$27.27	\$ 14,180				\$ 8,955	\$ 8,955	\$ 23,135
Admin Intern II	Half	1	\$27.27	\$ 28,361	\$ 26,092	\$ 2,269	\$ 31,524	\$ 17,910	\$ 49,434	\$ 77,795
Admin Clerk	Part	1	\$24.87	\$ 12,932				\$ 8,167	\$ 8,167	\$ 21,099
Admin Clerk	Half	4	\$24.87	\$ 103,459	\$ 95,182	\$ 8,277	\$ 114,999	\$ 65,334	\$ 180,334	\$ 283,793
Aquarist	Part	1	\$32.07	\$ 16,676				\$ 10,531	\$ 10,531	\$ 27,208
Aquarist	Half	3	\$32.07	\$ 100,058	\$ 92,054	\$ 8,005	\$ 111,219	\$ 63,187	\$ 174,406	\$ 274,465
Asst Park Services Attendant II	Part	2	\$23.64	\$ 24,586				\$ 15,526	\$ 15,526	\$ 40,111
Museum Guide	Part	20	\$20.60	\$ 214,240				\$ 135,293	\$ 135,293	\$ 349,533
Museum Guide	Half	21	\$20.60	\$ 449,904	\$ 413,912	\$ 35,992	\$ 500,088	\$ 284,114	\$ 784,202	\$ 1,234,106
Total		57		\$ 1,003,397			\$ 757,831	\$ 633,645	\$ 1,391,476	\$ 2,394,874

Notes:

1040 hrs assumed for HT

520 hrs assumed for PT

Adjusted Draft Cost Allocation Plan (CAP) 46 (FY 2023-24) is utilized for indirect costs.

Department Of Recreation and Parks
FY 2024-25 Projected
Cabrillo Marine Aquarium
Expense

EXP ACCT	ACCOUNT NAME	FY 2024-25 Projected Cost
304	CONTRACTUAL SERVICES	\$49,385
316	MAINTENANCE MATERIALS	\$74,387
458	FEED AND GRAIN	\$27,732
601	OFFICE AND ADMINISTRATIVE	\$14,350
602	OPERATING SUPPLIES	\$23,423
	UTILITIES	\$287,843
Expense Total		<u>\$477,119</u>

Friends of Cabrillo Marine Aquarium FY23-24 Budget/Actuals and FY 24-25 Projections			
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<u>Income</u>	24 Budget	24 Actuals	25 Budget
Administration - Investment Income	45,000	29,289	30,905
Annual Appeal	45,000	37,301	50,000
Corporate Circle	85,000	64,000	100,000
Gala	291,000	300,324	384,110
Membership	300,400	356,725	315,200
Grant Administration Fees	29,500	11,000	21,500
Program Fees	36,565	35,665	36,315
Bequests, Endowments and FCMA Donations	44,225	189,522	42,575
Grants for CMA	755,146	537,750	981,925
Gift Shop	325,047	386,041	422,040
Friends Total Revenue	1,956,883	1,408,778	1,402,645

<u>Expenses</u>			
Administration	156,765	223,480	225,630
Cost of FRIENDS fundraising	373,051	371,057	454,778
Gift Shop	341,476	405,812	422,035
Program Support	230,707	271,645	215,341
Grants paid to Aquarium	755,146	537,750	981,925
Membership	111,707	219,785	219,382
Total expenses	1,968,852	1,809,744	2,519,091

<u>FRIENDS Contributions to CMA</u>			
Restricted funding from grants	755,146	537,750	981,925
Gift Shop Guest Amenity	325,047	405,812	422,035
Use of Endowment funds	50,000	88,200	25,000
Program Support	230,707	271,645	215,341
TOTAL Friends Contribution to CMA	1,360,900	1,303,407	1,644,301

Note: The gap between income and expenses will be covered by reserve funds.