

REPORT OF GENERAL MANAGER

NO. 03-86

DATE March 20, 2003

C.D. \_\_\_\_\_

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: APPROVAL OF A SPECIAL PROJECT AGREEMENT WITH THE FRIENDS OF CABRILLO MARINE AQUARIUM FOR DONATION OF THE DESIGN, FABRICATION, AND INSTALLATION OF INTERPRETIVE EXHIBITS FOR THE NEWLY EXPANDED CABRILLO MARINE AQUARIUM

J. Combs \_\_\_\_\_

J. Kolb \_\_\_\_\_

\*A. Corrales \_\_\_\_\_

B. Lukehart \_\_\_\_\_

J. Duggan \_\_\_\_\_

H. Fujita \_\_\_\_\_

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATION:

It is recommended that the Board:

1. Approve the attached Special Project Agreement with Friends of Cabrillo Marine Aquarium (FCMA) to enable them to donate the design, development, fabrication and installation of major exhibit elements for Cabrillo Marine Aquarium's new Exploration Center, Aquatic Nursery, and new courtyard, valued at \$1,041,800.
2. Submit the Agreement to the Mayor in accordance with Executive Directive 16, and to the City Attorney for approval as to form.
3. Authorize the General Manager to execute the agreement upon receipt of the necessary approvals.
4. Authorize a right-of-entry permit to FCMA and their contractors for the installation of the Cabrillo Marine Aquarium exhibits upon receipt of a certificate of occupancy for the completed Expansion of the Cabrillo Marine Aquarium.
5. Thank FCMA for securing the funding necessary for exhibits, furnishings, and equipment for the Expansion project and for working with Aquarium staff to provide the design and fabrication of new exhibits, which FCMA will donate to the City upon completion.

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### SUMMARY:

Cabrillo Marine Aquarium (CMA) is currently undergoing a major building expansion which will include new exhibit halls. The building expansion program (Cabrillo Marine Aquarium Master Plan Implementation #1505D) will nearly double the size of the original facility. Funding for construction was provided by County Proposition A II (\$2.8 million), City Proposition K (\$4.09 million), and FCMA (\$1.07 million). Exhibit fixtures and displays, equipment, and furnishings are being provided separately through funding from FCMA and California Proposition 12 Zoos and Aquarium funds.

Design for the exhibits should begin in March 2003 with completion of exhibit installation scheduled for public opening in September 2004. The total value of this FCMA exhibits donation will be \$1,041,800. With construction of the building expected to be completed by the end of 2003, the Department and FCMA are acting in a cooperative effort to complete the exhibits for the Exploration Center, Aquatic Nursery, and new courtyard with funds raised by FCMA in time for the public opening of the expansion in September 2004.

The FCMA, a nonprofit corporation whose mission is to support the educational, charitable, scientific, and other related activities and affairs of CMA, completed a capital campaign in December 2002. They have since committed \$1,041,800 toward execution of a contract with an award-winning national exhibit design firm that will provide the majority of the new exhibits. FCMA has also committed to its donors that it will retain financial stewardship over the donated funds in order to assume the highest level of accountability for the progress and quality of the exhibit project. While all funds are in hand to execute the exhibit contract, FCMA requires the timely completion of the exhibit projects in order to secure payments on some remaining pledges which amount to at least \$450,000. It is highly desirable that work begin before the end of March 2003 in order to ensure installation by August 2004 for a public opening in September 2004. Upon completion and installation of the exhibits, FCMA will donate them to the Department.

Aquarium professional staff has worked with FCMA and outside advisors to develop innovative exhibit concepts consistent with the mission and Master Plan of the Aquarium and to thoroughly research and select an exhibit design and fabrication firm of the highest professional quality. FCMA and Aquarium staff are now ready to work together with the exhibit firm to develop the final plans and complete the fabrication and installation of exhibits. FCMA will undertake a contract with the firm, Split Rock Studios of St. Paul, Minnesota, upon execution of this Special Project Agreement. Aquarium staff will serve as project managers and will work as a team with FCMA and the exhibit firm to provide the interactive exhibits within an agreed upon time frame.

In the Memorandum of Agreement between the Department of Recreation and Parks and FCMA, executed in March 2001, section seven (SPECIAL PROJECTS) stipulates, "From time to time,

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*the Department or FCMA will initiate projects that involve both parties. At the time of these projects, a specific agreement, written or verbal as appropriate, shall be developed." The attached Special Project Agreement outlines the working relationship between the City and FCMA on this project, assures that FCMA will work with the City and contractor to complete the exhibit projects and donate them to the City, and that the City will provide right of entry, Aquarium resources, and liability protection for FCMA in carrying out the project. The term of this agreement will be from the date of execution of the agreement to the date of acceptance by the City of the installed exhibits, anticipated to be 18-months, but in no event, shall the term of this Agreement exceed three years.*

FCMA has been truly supportive of the Aquarium's growth through diligent advocacy and fundraising, in addition to providing ongoing support for the Aquarium's educational programs and exhibit improvements. In total, FCMA has raised \$3.14 million for the expansion project.

In compliance with the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Proposed Master Plan Improvements for the CMA expansion project. The IS/MND and Associated Mitigation Monitoring Reporting Program (MMRP), incorporated in the MND as Appendix D, were adopted by the Board at its meeting of December 13, 2000. A Notice of Determination was filed with the Los Angeles City and County clerks on December 19, 2000.

This report was prepared by Susanne Lawrenz-Miller, Director, Cabrillo Marine Aquarium.

**SPECIAL PROJECT AGREEMENT**  
By and Between the City of Los Angeles,  
a municipal corporation acting by and through  
the Board of Recreation and Park Commissioners,  
and the  
Friends of Cabrillo Marine Aquarium,  
a California nonprofit corporation

This Special Project Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Los Angeles, a municipal corporation, acting by and through the Board of Recreation and Parks Commissioners ("CITY") and the Friends of Cabrillo Marine Aquarium, a California non-profit corporation ("FCMA").

WHEREAS, the City's Department of Recreation and Parks (RAP) operates the Cabrillo Marine Aquarium (CMA), which is an educational, recreational, and research facility dedicated to providing rich and varied opportunities for early and continued education to the general public about the marine environment of Southern California; and

WHEREAS, the Friends of Cabrillo Marine Aquarium (FCMA) is a California non-profit corporation with 501 (c) 3 status designated by the Internal Revenue Service, whose mission is to support the educational, charitable, scientific, and other related activities and affairs of CMA by providing volunteer assistance and fundraising for educational programs and capital improvements; and

WHEREAS, with respect to CMA, the respective roles of RAP and FCMA are formalized in a three-year Memorandum of Agreement approved by the Board of Recreation and Park Commissioners on March 7, 2001 (Board Report 01-82);

WHEREAS, FCMA has completed a capital campaign to fund the design, fabrication and installation of exhibits for the new Aquatic Nursery, Exploration Center and courtyard; has committed to their donors that FCMA will retain financial stewardship over the donated funds in order to assure the highest level of accountability for the progress and quality of the exhibit project, and upon completion and installation of the exhibits at CMA scheduled for September 2004, will donate them to the CITY;

NOW, THEREFORE, in accordance with provision seven of the Memorandum of Agreement and in consideration of the foregoing and recognition of the benefits that will accrue to the CMA, both the CITY and FCMA understand and agree to the terms and conditions of this Special Project Agreement:

**I. TERM OF AGREEMENT**

The term of the Agreement will be from the date of execution of the agreement by the two parties to the date of acceptance by the CITY of the exhibits installed by FCMA at CMA pursuant to this Agreement, estimated to be in September 2004, but in no

event shall the term of the Agreement exceed three years. This Special Project Agreement may be modified at any time by the mutual written agreement of both parties.

**II. FCMA CONTRIBUTIONS**

The FCMA will:

1. Contract directly with a professional exhibit design and fabrication firm (Exhibit Contractor) selected by FCMA to provide exhibit services not to exceed \$1,041,800 in donations secured by FCMA for this purpose;
2. Ensure that the contract executed between FCMA and the Exhibit Contractor is consistent with the Memorandum of Agreement executed with the CITY in March 2001, and specifically that the firm, as a subcontractor to FCMA, is compliant with the CITY Standard Provisions for contracting, including, but not limited to, proper insurance naming the City as additional insured;
3. Agree that the CITY will provide project management (as detailed in section III of this Agreement) of the Exhibit Contractor but that authority to agree with any price changes resides solely with FCMA;
4. Review monthly progress reports and recommendations for payment submitted by the CITY's project managers, and pay reconciled invoices from the Exhibit Contractor in a timely manner;
5. Work with the CITY to obtain approval for FCMA's exhibit-related obligations to donors arising from the capital campaign such as sponsorship and exhibit naming requirements;
6. Obtain City's approval for and direct the concept development, design and fabrication of the new donor recognition wall and donor recognition elements inside the new facility with implementation by the Exhibit Contractor;
7. Transfer to the CITY the title to all plans and exhibits immediately upon completion and acceptance.

**III. DEPARTMENT RESOURCES**

The CITY's RAP will:

1. Provide CMA professional staff to manage the exhibit project and work directly with the Exhibit Contractor to achieve agreed upon design, fabrication, and installation of approved exhibits, recognizing that any decision to increase or decrease the

negotiated price remains solely with FCMA. Under no circumstances shall City be obligated to pay any sums to the Exhibit Contractor for design, fabrication and installation of exhibits and FCMA shall be solely liable for payment in connection with Exhibit Contractor's services, unless otherwise approved by CITY in writing.

2. Provide site access to FCMA and its contractor(s) after the issuance of a Certificate of Occupancy to allow for installation of the exhibits;
3. Work closely with FCMA and the Exhibit Contractor on exhibit development by providing conceptual exhibit plans, exhibit content outlines, photos, specimens, illustrations, and CMA building construction plans, as well as scientific, educational, and programmatic expertise through CMA professional staff and advisors;
4. Provide monthly progress reports on exhibit development to FCMA, and approvals of each phase of exhibit development as completed, for the purpose of FCMA making payment for exhibit contract invoices presented to FCMA; and
5. The CITY agrees to defend, indemnify and hold harmless FCMA from loss or liability, actual or alleged, which may arise from the acts or omissions of FCMA, its officers, employees, or volunteers ("INDEMNITEES") on behalf of the CITY. This indemnification applies only to activities performed on behalf of the CITY. It requires that the INDEMNITEES exercise an ordinary standard of care in performance of their duties. It excludes claims arising from malfeasance, gross negligence, or willful misconduct of the INDEMNITEES.

Name	Date
MANUEL MOLLINEDO, General Manager City of Los Angeles Department of Recreation and Parks	

Name	Date
DAN MUELLER, Chairman Board of Directors Friends of Cabrillo Marine Aquarium	