

CITY OF LOS ANGELES HARBOR DEPARTMENT  
Port of Los Angeles

REVOCABLE LICENSE

No. 2023-11

The Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles ("City") hereby grants permission to Los Angeles Maritime Institute ("Assignee") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of City, acting through its Board of Harbor Commissioners ("Board"), subject to the following terms and conditions:

1. Premises. Assignee is permitted under this Revocable License to occupy and use the lands and/or waters and/or facilities designated as Parcel No. 1 consisting of sixty-five thousand six hundred twenty (65,620) square feet located at Berth 85 as delineated and more particularly described on Harbor Engineering Drawing No. 5-7424 attached hereto as Exhibit A ("Premises").

2. Permitted Use. The Premises shall be used for the berthing and docking of brigantine vessels and to load and unload passengers on a non-exclusive first come basis, as available. It will be the responsibility of Assignee to coordinate its schedule of sailings and returns with other potential users of the Premises. No advertising, scheduling, collection of money or any other activities other than the loading and unloading of passengers and supplies are permitted. Assignee shall maintain and provide to City a schedule of all charters including the number of passengers, and provide updated schedules as often as necessary to provide at least five (5) business days' prior written notice of each intended use of the Premises using the Schedule of Charter Vessels form attached as Exhibit B. The WCRE Director reserves the absolute right to deny Assignee the right to use the Premises for any or all scheduled charters upon twenty-four (24) hours' written notice to Assignee at his or her sole discretion. The WCRE Director or designee reserves the absolute right to deny any such requests for authorization at his or her sole discretion. Assignee acknowledges and agrees that, notwithstanding any expenditures Assignee may have made in preparation for its use of the Premises, City does not guarantee that the Premises shall be available for Assignee's use at any particular time. Assignee's inability to load or unload passengers on any particular day or at any particular time due to the unavailability of the Premises shall not entitle Assignee or any other person to any damages. Assignee's vessels may not arrive at or remain at the Premises other than during the time each vessel is actively loading or unloading passengers and/or supplies. Assignee's vessels must return to each vessel's primary berthing location after each trip unless the vessel is scheduled to go out within the next four hours for another charter. At any other time, any authorized vessel may only dock at the Premises for up to one hour prior to the scheduled departure or one hour after the arrival time. Assignee shall remove all trash and debris from the Premises and the adjacent areas immediately after each use of the Premises. No deviation from the Permitted Use, schedule, or authorized vessels is permitted without the prior written authorization of the WCRE Director or designee.

3. Effective and Termination Dates. This Revocable License shall become effective upon the date of its execution by the Executive Director of the Harbor Department ("Executive Director"), after approval of the Board ("Effective Date") and shall thereafter be revocable at any time by Assignee or by Executive Director upon the giving of at least ninety (90) days' written notice to the other party stating the date upon which this Revocable License shall terminate ("Termination Date"). Termination Date shall also mean the date that the Revocable License terminates in connection with Assignee's Default under Section 13, Assignee's misrepresentation under Section 22, a court decision under Section 23, or a conflict of interest under Section 24 of this Revocable License, or any termination by operation of law or any other reason. The right of Executive Director to revoke this Revocable License is and shall remain unconditional. Neither City, nor any board, officer, or employee thereof, shall be liable in any manner to Assignee because of such revocation. Assignee shall commence using the Premises for the Permitted Use within thirty (30) days from the Effective Date.

4. Compensation. For using the Premises pursuant to this Revocable License:

(a) At least thirty (30) days prior to the Effective Date, Assignee shall pay to the City's Harbor Department Zero Dollars (\$0.00) as compensation for the use of the Premises plus Zero Dollars (\$0.00) as a refundable restoration and breakage deposit.

(b) Compensation set forth in Section 4(a) of this Revocable Licenses is strictly for use and occupancy of the Premises. Assignee may incur additional charges if City provides utilities, equipment, or labor, including but not limited to security provided by the Los Angeles Port Police, where necessary to support the Permitted Use. Use of the Premises for purposes not expressly permitted under the provisions of this Revocable License, whether approved in writing by Executive Director or not, may also result in additional charges, including charges required under the Port of Los Angeles Tariff No. 4, as it may be amended or superseded ("Tariff"). Assignee agrees to pay such additional charges.

5. Utility Charges. Unless otherwise provided for herein, Assignee shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including City.

6. Rights-of-Way. This Revocable License 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 City in the future. City further reserves rights-of-way over, on, under, and through the Premises as Board or City requires to drill and explore new, or to maintain existing, oil, gas, or mineral wells. This Revocable License 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 City may reasonably require after the Effective Date for which Assignee shall receive no compensation unless otherwise expressly provided.

7. Premises Satisfactory to Assignee / Required Modifications. Assignee has inspected the Premises and agrees that they are suitable for the Permitted Use. No officer or employee of City 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 Revocable License, Assignee agrees it relies only on the provisions of the Revocable License. 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 Assignee's operations, shall be constructed, installed, or removed at Assignee's sole expense. Assignee 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 9 of this Revocable License before making any modification, improvement, or addition to the Premises.

8. Maintenance and Repair. Assignee, at its sole cost and expense, 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. Assignee 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, maintaining the submerged land underlying any water berthing area at the Premises free and clear of debris from the wharf and from vessels, and loading and unloading operations of vessels berthed at said berths in connection with Assignee's undertaking of the Permitted Use. Assignee, at its sole cost and expense, further 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.

Assignee shall monitor and immediately report any and all damages to the Premises, whether caused by Assignee or a third party, to the Port Police and to the WCRE Director. Assignee shall be responsible, at its sole cost and expense, for all costs, direct or indirect, associated with repairing any damage to the Premises resulting from Assignee's use of the Premises. The Harbor Department shall have the option of either making the repairs or requiring Assignee to make the repairs. If the Harbor Department makes the repairs, Assignee agrees to reimburse the Harbor Department for the City's costs incurred in making the repairs. All damage shall be presumed to be the responsibility of Assignee, and Assignee agrees to be responsible for such damage, unless Assignee can demonstrate to the satisfaction of the Executive Director that someone other than Assignee or its officers, agents, employees, customers, contractors, licensees, or other invitees caused the damage. The sufficiency of proof presented by Assignee to the Harbor Department shall be determined by the Executive Director in the Executive Director's sole judgment. Assignee shall monitor and immediately report any and all damage to the Premises and, no later than two business days after the occurrence and/or discovery of any damage to the Premises, provide to the Executive Director in writing a description of the date, time, and cause of the damage, and identity of any responsible party or parties, to the extent Assignee is able to ascertain such information.

9. Alterations on Premises. Assignee shall not construct on or alter ("Alteration") the Premises, including a change in the grade, without first obtaining City's written approval and a Harbor Engineer Permit. Assignee shall submit to City 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. Assignee, 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 Assignee pursuant to this Revocable License shall be at Assignee's sole expense. Assignee shall keep the Premises free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto. Assignee 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, Assignee 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.

10. Signs and Lighting. Assignee 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 Assignee obtains consent, Assignee shall also comply with the requirements of Section 9 of this Revocable License prior to erecting or displaying any signs or advertising matter on the Premises. Assignee 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. Assignee acknowledges that the Premises may lack adequate lighting for a Permitted Use and that Assignee 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. Assignee shall comply with the requirements of Section 9 of this Revocable License prior to installing any lighting. Any lighting installed shall meet Illuminating Engineering Society / American National Standards Institute (IES/ANSI) standards.

11. Immediate Access to Repair / Maintain Premises. Assignee is aware that City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Assignee agrees to relocate, at its expense, all of its equipment and other personal property to provide such personnel adequate access.

Assignee agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Assignee agrees neither the department servicing the Premises nor City shall be responsible for any loss Assignee may suffer as a result of such maintenance or repair.

12. Premises Subject to Tariff. Assignee accepts the Premises and shall undertake the Permitted Use set forth in Section 2 of this Revocable License subject to each and every term and condition provided herein, and to each and every rate, term, and condition of the Tariff, as applicable to the Premises and/or the Permitted Use. Assignee represents and warrants that it has received, read, and understands the rates, terms, and conditions of the Tariff. Except as otherwise set forth in this Revocable License, Assignee is contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Revocable License and a Tariff provision. In the event of such conflict, this Revocable License shall at all times prevail.

13. Assignee Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Assignee under this Revocable License: (1) Assignee's failure to pay when due any Compensation required to be paid under this Revocable License if the failure continues for three (3) days after written notice from City; (2) Assignee's failure to perform any other obligation under this Revocable License if Assignee fails to cure the failure within three (3) days after delivery of written notice of the failure from City to Assignee; (3) Assignee's abandonment of the Premises including but not limited to (i) Assignee's absence from or failure to use the Premises or any substantial portion thereof for three (3) consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Revocable License; or (ii) if Assignee is not in default, Assignee's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Assignee, prior to the expiration of any such period of thirty (30) consecutive days, notifies Executive Director in writing that such nonuse is temporary and obtains the written consent of Executive Director to such nonuse; (4) To the extent permitted by law (i) a general assignment by Assignee or any guarantor of the Revocable License for the benefit of the creditors without written consent of City; (ii) the filing by or against Assignee, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of all or substantially all the assets of Assignee or any guarantor, unless possession is unconditionally restored to Assignee or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved; and/or (iv) any execution or other judicially authorized seizure of all or substantially all the assets of Assignee located on the Premises, or of Assignee's interest in this Revocable License, unless that seizure is discharged within thirty (30) days.

(b) City's Remedies. City may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Revocable License. City's remedies are cumulative and not inclusive. Nothing herein shall imply that City's right to terminate this Revocable License as provided in Sections 22 and 24 of this Revocable License is limited in any way. All personal property that remains on the Premises after Assignee vacates the Premises shall become the property of City at City's option.

14. Compliance with Applicable Laws and Environmental Obligations.

(a) At all times in its use and occupancy of the Premises and its conduct of operations thereon, Assignee, at Assignee's sole cost and expense, shall comply with all applicable federal, state, county, City, or government agency laws, statutes, ordinances, standards, codes (including all building codes), rules, regulations, requirements, or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises and/or Assignee's operations and conduct of its business. Applicable Laws shall include, but not be limited to, all environmental laws and regulations in effect now or hereafter in effect including:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 USCS §§ 9601 *et seq.*) in its present or successor form and its implementing regulations;

(ii) The Resource Conservation and Recovery Act and Hazardous and Solid Waste Amendments of 1984 ("RCRA") (42 USCS §§ 6901 *et seq.*) in its present or successor form and its implementing regulations;

(iii) The federal Clean Water Act (33 USCS §§ 1251 *et seq.*) in its present or successor form and its implementing regulations;

(iv) The California Porter-Cologne Water Quality Control Act (California Water Code §§ 13020 *et seq.*) in its present or successor form and its implementing regulations;

(v) The federal Clean Air Act (42 USCS §§ 7401 *et seq.*) in its present or successor form and its implementing regulations;

(vi) The California Clean Air Act of 1988 (Chapter 1568, Statutes of 1988) in its present or successor form and its implementing regulations;

(vii) The California Lewis-Presley Air Quality Management Act of 1976 (California Health and Safety Code §§ 40400 *et seq.*) in its present or successor form and its implementing regulations; and

(viii) Any other applicable federal, state, or local law, regulation, ordinance or requirement (including consent decrees and administrative orders imposing liability or standard of conduct) now or hereinafter in effect which concerns Environmentally Regulated Material (as defined in Section 15(c)), the Premises, and/or Assignee's use and/or occupancy thereof.

(b) It is the parties' intent that Assignee will make, at Assignee's sole cost and expense, any and all alterations, improvements, and changes, whether structural or nonstructural, that are required by Applicable Laws. In addition, Assignee shall comply immediately with all applicable environmental policies, rules, and directives of City's Harbor Department, known as the Port Environmental Policies. This Revocable License shall be construed in accordance with California law.

(c) Assignee shall not cause or permit any Environmentally Regulated Material, as defined in this Section 15(c), to be generated, brought onto, handled, used, stored, transported from, received, or disposed of (hereinafter sometimes collectively referred to as "handle" or "handled") in or about the Premises except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Environmentally Regulated Material and except as permitted, required, or necessary under Section 2 of this Revocable License, if any. Assignee shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Assignee's occupancy. The term "Environmentally Regulated Material" shall mean:

(i) Any "hazardous substance" as that term is defined in the CERCLA;

(ii) "Hazardous waste" as that term is defined in the RCRA;

(iii) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standard of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereinafter in effect);

(iv) Radioactive material, including any source, special nuclear, or byproduct material as defined in the Atomic Energy Act of 1954 (42 USCS §§ 2011 *et seq.*) in its present or successor form;

(v) Asbestos in any form or condition;

(vi) Polychlorinated biphenyls ("PCBs") and any substance or compound containing PCBs;

and

(vii) Petroleum products.

(d) Assignee shall remediate or cause the remediation of any spill, discharge, or release of any Environmental Regulated Material that occurs in, on, under, or about the Premises ("Contamination"), whether caused by Assignee or any third-party during Assignee's occupancy, including Contamination of improvements; adjacent harbor waters, soil, sediment, groundwater, or air, or of adjacent premises (including soil, sediment, groundwater, or air) and including Contamination that is considered a nuisance under Applicable Laws. Remediation shall be to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board, by removing or effecting the removal of all Contamination including but not limited to contaminated soil, water, groundwater, sediment, or other material it may place or cause to be placed on site such that no encumbrances, such as deed or land use restrictions, be imposed on the Premises as a result of such Contamination. In fulfilling the obligations under this Section 14, Assignee shall also comply with any other conditions reasonably imposed by City. If Assignee knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about the Premises, Assignee shall immediately give written notice to City.

(e) Assignee bears sole responsibility for full compliance with any and all Applicable Laws regarding the use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material including Contamination, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the Premises, on the owner of any improvements on the Premises, on the user of the Premises, or on the user of any improvements on the Premises. For purposes of CERCLA, and any and all other Applicable Laws, Assignee shall be considered the owner and operator. Assignee agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Assignee as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Assignee and that Assignee shall indemnify and hold City harmless from any and all such claims, damages, fines, penalties, and/or judgments, as well as any costs expended to defend against such claims, damages, fines, and penalties and/or judgments, including attorneys' and experts' fees. City, at its sole option, may pay such claims, damages, fines, penalties, and/or judgments resulting from Assignee's noncompliance with any of the aforementioned authorities, and Assignee shall indemnify and reimburse City for any such payments.

(f) In discharging Assignee's obligations under this Revocable License, if Assignee disposes of any Contamination, within thirty (30) days of Assignee's receipt of original documents, Assignee shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site, and the location of the disposal site. Neither City, Port of Los Angeles, nor Los Angeles Harbor Department shall appear on any manifest document as a generator of such material.

(g) In discharging Assignee's obligations under this Revocable License, Assignee shall perform any tests using a State of California Department of Health Services certified testing laboratory or other similar laboratory upon City's written approval. By signing this Revocable License, Assignee hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, tests results, and data gathered. As used in this Section 14, "Assignee" includes agents, employees, contractors, subcontractors, and/or invitees of Assignee.

(h) Assignee shall implement City's Harbor Department's policies, known as Best Management Practices, in order to reduce the potential for pollutants to enter Harbor waters, as follows:

(i) Facility Operations: Clean and maintain facility regularly. Use dry cleaning methods whenever possible; avoid washing areas down. Do not allow sweepings or sediment to enter the storm drain or the Harbor. Collect wash water for disposal or direct to a clarifier. Do not encourage scavengers. Do not feed birds, feral cats, sea lions, or other scavengers. Recycle whenever possible.

(ii) Maintenance Operations: Use drip pans to prevent any drips or leaks from contacting the ground during maintenance and fueling operations. Clean spills or drips immediately using dry methods. Use spill cleanup kits to confine or contain spills. Do not hose down equipment or allow process

water to enter the storm drain or the Harbor. Place tarps beneath maintenance and repair operations to prevent materials such as paint chips and metals from contacting the ground.

(iii) **Material and Waste Handling and Storage:** Train employees responsible for waste management on handling and disposal procedures. Store all hazardous and universal waste in accordance with all federal, state, and local regulations. Store all materials and waste inside and in secondary containment. If stored outside, store only in designated, covered, and contained areas. Store waste in covered, leak proof, labeled containers. Keep lids closed on all outdoor containers including dumpsters. Store all oily products (e.g. engines), batteries, tires, and metal off the ground and under cover when stored outdoors.

(i) Except as may be otherwise provided in this Revocable License, Assignee's obligations in this Section 14 shall survive the Termination Date of this Revocable License.

15. **Restoration and Surrender of Premises.** Upon the termination of this Revocable License, Assignee shall quit and surrender occupancy and use of the Premises to City and shall, without cost to City, remove any and all its property and restore the Premises to the same or as good condition as the same were in at the time of the first occupancy thereof by Assignee. Assignee may incur additional charges and/or forfeit any deposit if Assignee fails to fully restore the Premises to the satisfaction of the Executive Director prior to the termination of this Revocable License.

16. **Compensation During Restoration.** Assignee understands and agrees it is responsible for complete restoration of the Premises before the Termination Date, as provided in this Revocable License and under Applicable Laws, including but not limited to the clean-up of any Contamination in, on or about the Premises. If, for any reason, such restoration is not completed before the Termination Date, then Assignee is obligated to pay City compensation during such restoration period, in an amount equal to the then fair market rental value of the Premises and City's Harbor Department's then established rate of return as determined by City; however, said compensation amount shall not be less than the Compensation paid by Assignee at the time of the Termination Date. Assignee also agrees to provide City a surety bond, in an amount determined by Executive Director, in his or her sole reasonable discretion, to assure removal of Contamination from the Premises at any time City demands such bond.

17. **Indemnity.**

(a) Except as may arise from the sole negligence or willful misconduct of City, Assignee shall at all times relieve, indemnify, protect, and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(i) Any dangerous, hazardous, unsafe, or defective condition of, in, or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Assignee and its officers, agents, employees, assignees, or invitees;

(ii) Any operation conducted upon, or any use or occupation of, the Premises by Assignee and its officers, agents, employees, assignees, or invitees under or pursuant to the provisions of this Revocable License or otherwise;

(iii) Any act, error, omission, willful misconduct, or negligence of Assignee and its officers, agents, employees, assignees, or invitees, arising from the use, operation, or occupancy of the Premises, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto;

(iv) Any failure of Assignee and its officers, agents, or employees to comply with any of the terms or conditions of this Revocable License or any Applicable Laws; or

(v) The conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (i), (ii), (iii) and (iv) above, existing or conducted upon or arising from the use or occupation by Assignee or its invitees on any other premises within the Harbor District, as defined in the Charter of City.

(b) Assignee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in this Section 17. The term "persons" as used in this Section 17 shall include, but not be limited to, officers and employees of Assignee.

(c) Assignee shall also indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees) which arise during or after the term of this Revocable License as a result of Contamination for which Assignee is otherwise responsible for under the terms of this Revocable License. This indemnification of City by Assignee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state, or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

(d) The indemnity obligations under this Section 17 shall survive the Termination Date of this Revocable License and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

18. Insurance. In addition to, and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 17 of this Revocable License, Assignee shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Revocable License the following insurance:

(a) Commercial general liability or marine general liability insurance, including contractual liability, and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Assignee's normal limits of liability, but not less than Three Million Dollars (\$3,000,000) for injury or death to one or more persons out of each accident or occurrence and Three Million Dollars (\$3,000,000) for bodily injury and property damage for each occurrence / Six Million Dollars (\$6,000,000) general aggregate.

(b) Automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles.

(c) Hull and machinery coverage up to the value of each vessel Assignee or any Sub-Assignee operates at the Premises and watercraft protection and indemnity coverage with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another including masters and members of the vessel crew, and Jones Act risks or equivalent thereto internationally. City shall be named as an Additional Insured.

(d) In addition to and concurrently with the aforesaid insurance coverage, Assignee shall also secure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000.00), covering legal liability of



Assignee and/or Sub-Assignee for damage or destruction to the works, buildings, and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board, with waiver of subrogation in favor of Assignee and/or Sub-Assignee so long as permitted by Board's fire insurance policy, upon thirty (30) days' prior written notice thereof to Assignee and/or Sub-Assignee at any time during the term of this Revocable License. Neither City nor Board should be named as additional insureds on this policy.

(e) Limits for coverage required under Section 18 of this Revocable License shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self insurance in those cases where, in his or her sole judgment, such retention or self insurance is justified by the net worth of Assignee and/or Sub-Assignee. The self-insured retention or self-insurance shall provide that any other insurance maintained by City's Harbor Department shall be excess of Assignee's and/or Sub-Assignee's insurance and shall not contribute to it. In all cases, regardless of any deductible, retention, or self insurance, Assignee and/or Sub-Assignee shall have all the obligations of an "insurer" under the California Insurance Code and said insurance shall be deemed to include a defense of suits provision and a severability of interest clause.

(f) If Assignee and/or Sub-Assignee maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Assignee and/or Sub-Assignee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(g) Policies submitted pursuant to Section 18 of this Revocable License shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

(i) "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles, acting by and through its Harbor Department, the Board of Harbor Commissioners, and their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts, and activities of all the insureds, including any sole negligence of the additional insureds, under Revocable License No. 2023-10, and under any amendments, modifications, extensions, or renewals of said Revocable License regardless of whether such contractual obligations, operations, uses, occupations, acts, and activities occur on the Premises or elsewhere."

(ii) "The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by the City is excess coverage."

(iii) "In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the insurance company's limit of liability."

(iv) "Notice of occurrences or claims under the policy shall be made to the City's Risk Manager with copies to the Los Angeles City Attorney's Office."

(h) Assignee shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this Revocable License in accordance with Section 3700 of the California Labor Code. Assignee and/or Sub-Assignee shall file with City one of the following:

(i) A certificate of consent to self-insure issued by the Director of Industrial Relations, State of California;

- (ii) A certificate of Workers' Compensation insurance issued by an admitted carrier; or
- (iii) An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

Such documents shall be filed prior to Assignee's occupancy of the Premises. Where Assignee has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Assignee shall furnish proof of such coverage to City. It is suggested that Assignee consult with an insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

- (i) All insurance procured by Assignee shall comply with the following:
  - (i) For each insurance policy described above, Assignee shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason. Such notice shall be in writing sent via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S Palos Verdes Street, San Pedro, California 90731.
  - (ii) Electronic submission is the required method of submitting Assignee's insurance documents. KwikComply is City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to City. Assignee's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Assignee's.
  - (iii) Prior to the expiration of each policy, Assignee and/or Sub-Assignee shall show through submitting to KwikComply that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to KwikComply. If Assignee and/or Sub-Assignee neglects or fails to secure or maintain the required insurance, or if Assignee and/or Sub-Assignee fails to submit proof of insurance as required above, City's Harbor Department may, at its option and at the expense of Assignee and/or Sub-Assignee, obtain such insurance for Assignee and/or Sub-Assignee.
  - (iv) Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City's Harbor Department, may request that Assignee and/or Sub-Assignee increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving written notice to Assignee and/or Sub-Assignee.
  - (v) Upon request by City, Assignee must furnish a copy of the binder of insurance and/or full certified copies of any or all policies of insurance required herein. Assignee's obligation to provide such copies shall survive the Termination Date regardless of whether City's request is made prior to or after the Termination Date.
  - (vi) Assignee shall report in writing to Executive Director within fifteen (15) days after it, its officers, or its managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Assignee's and/or Sub-Assignee's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other information as may be known to Assignee, its officers, or its managing agents.

19. No Assignments/Sublicenses/Transfers. No transfer of this Revocable License, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of stock or assets, merger or consolidation or reorganization by or of Assignee (or any entity that directly or indirectly controls or owns fifty percent (50%) or more of Assignee), or accomplished in any other manner, whether voluntary or by operation of law, including but not limited to assignment, sublease, transfer, gift, hypothecation, or grant of total or partial control, or any encumbrance of this Revocable License (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Assignee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise) whether or not a formal assignment or hypothecation of this Revocable License or Assignee's assets, which involvement results in a reduction of the net worth of Assignee (defined as the net worth of Assignee, excluding guarantors, established by generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as it was represented at the time of the execution of this Revocable License or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater. For purposes of this Section 19, the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Assignee's assets in the hands of a receiver or trustee; or (2) a transfer by Assignee for the benefit of creditors; or (3) transfers resulting from the death or incapacity of any individual who is a Assignee or of a general partner of a Assignee.

20. Assignee Name Change. Assignee shall notify City in writing within ten (10) days of making any changes to its name as set forth in the preamble of this Revocable License and shall provide City with all documents in connection with the change.

21. Transfer of Stock. If Assignee is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Assignee is traded during any calendar year after filing its application for this Revocable License, Assignee shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Assignee is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of Assignee's stock is transferred, whether by one or by means of successive transfers, regardless of whether Assignee is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of Section 19 of this Revocable License. Any such transfer shall void this Revocable License. Such a transfer is agreed to be a breach of this Revocable License which shall entitle the Executive Director to immediately terminate this Revocable License by giving written notice thereof.

22. Termination for Misrepresentations. This Revocable License is granted pursuant to an application filed by Assignee with City. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Revocable License, Executive Director may terminate this Revocable License immediately upon written notice to Assignee.

23. Termination by Court. If any court having jurisdiction in the matter renders a final decision which prevents the performance by City of any of its obligations under this Revocable License, then either party hereto may terminate this Revocable License by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations) shall thereupon terminate.

24. Conflict of Interest. It is understood and agreed that the parties to this Revocable License have read and are aware of the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Revocable License. Notwithstanding any other provision of this Revocable License, it is further understood and agreed that if such a financial interest does exist at the inception of this Revocable License, City may immediately terminate this Revocable License by giving written notice thereof.

25. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Revocable License, service shall be deemed sufficient if said notice is deposited in the United States mail, in a sealed envelope, addressed as set forth below, with postage thereon fully prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To City: Los Angeles Harbor Department  
P.O. Box 151  
San Pedro, California 90733-0151  
Attention: Executive Director  
Attention: Director of Waterfront & Commercial Real Estate

With a copy to: Office of City Attorney—Harbor Department  
425 S. Palos Verdes Street  
San Pedro, California 90731  
Attention: General Counsel

To Assignee: Los Angeles Maritime Institute  
Berth 73, Suite 2  
San Pedro, California 90731  
Attention: Bruce Heyman

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Revocable License refer to calendar days unless otherwise specifically stated.

26. Construction of Agreement. This Revocable License shall not be construed against the party preparing it and shall be construed without regard to the identity of the person who drafted this Revocable License.

27. No Waiver. No waiver by either party at any time of any terms or conditions of this Revocable License shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of compensation by City shall not be deemed a waiver of any other breach by Assignee of any term or condition of this Revocable License other than the failure of Assignee to timely make any particular compensation payment so accepted. No breach of a covenant, term, or condition of this Revocable License will be deemed to have been waived by City unless the waiver is in writing and executed by City.

28. Joint and Several Obligations of Assignee. If more than one individual or entity comprises Assignee, the obligations imposed on each individual or entity that comprises Assignee under this Revocable License shall be joint and several.

29. Time of the Essence. Time is of the essence in this Revocable License.

30. Nondiscrimination and Affirmative Action Provisions. Assignee agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded under or pursuant to this Revocable License shall contain this provision.

31. Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Outreach Program. It is the policy of City to provide minority business enterprises ("MBEs"), women's business enterprises ("WBEs"), and all other business enterprises ("OBEs") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Assignee shall assist City in implementing this policy and shall use its best efforts to afford the opportunity for MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including MBEs, WBEs,

and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this Revocable License.

32. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. Board adopted Resolution No. 5771 on January 3, 1999, to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention, set forth at Section 10.36 *et seq.* of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with City's Living Wage requirements, set forth at Section 10.37 *et seq.* of the Los Angeles Administrative Code. Assignee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

33. Wage and Earnings Assignment Orders/Notices of Assignments. Assignee is obligated to fully comply with all applicable state and federal employment reporting requirements for Assignee and/or its employees. Assignee shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Assignee will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 *et seq.* of the California Family Code. Assignee will maintain such compliance throughout the term of this Revocable License.

34. Equal Benefits Policy. Board adopted Resolution No. 6328 on January 12, 2005, to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, set forth at Section 10.8.2.1 *et seq.* of the Los Angeles Administrative Code as a policy of City's Harbor Department. Assignee shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

35. Business Tax Registration Certification. Assignee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by City's Business Tax Ordinance set forth at Sections 21.00 *et seq.* of the Los Angeles Municipal Code. Assignee shall provide City evidence that all such Certificates have been obtained. Assignee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

36. Wilmington Truck Route. It is recognized by both parties that Assignee may not directly control any trucks serving the Premises. However, Assignee will make its best effort to notify truck drivers, truck brokers, and trucking companies that trucks serving the Premises must confine their route to the designated Wilmington Truck Route of Alameda Street and Harry Bridges Boulevard; Figueroa Street from Harry Bridges Boulevard to "C" Street; and Anaheim Street east of Alameda Street. The Wilmington Truck Route may be modified from time to time at the sole discretion of Executive Director with written notice to Assignee.

37. State Tidelands Act. This Revocable License, the Premises, and Assignee's use and occupancy thereof shall at all times be 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., Ch. 651), as amended, and Article VI of the Charter of City of Los Angeles relating to such lands. Assignee 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.

38. Section Headings. Section headings used in this Revocable License are merely descriptive and not intended to alter the terms and conditions of the sections.

39. Integrated Agreement. It is understood that this Revocable License supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, negotiations, and understandings, if any, between the parties related to the subject matter of this Revocable License and there are no oral agreements that affect any of the terms of this Revocable License.

40. Amendments. No provision of this Revocable License may be amended except by an agreement in writing signed by City and Assignee. Any such modifications are subject to all applicable approval processes set forth in City's Charter, City's Administrative Code, or other applicable law.

41. Governing Law and Venue. This Revocable License is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced, and governed under the laws of the State of California without reference to choice of law rules. Any action or proceeding arising out of or related to this Revocable License shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

(signature page follows)

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

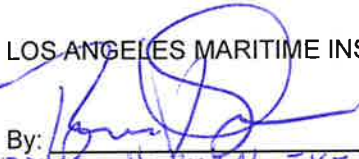
DATED: \_\_\_\_\_

By \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Board Secretary

The undersigned Assignee hereby accepts the foregoing Revocable License and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof, including those set forth in any addendum.

DATED: 8/16/23

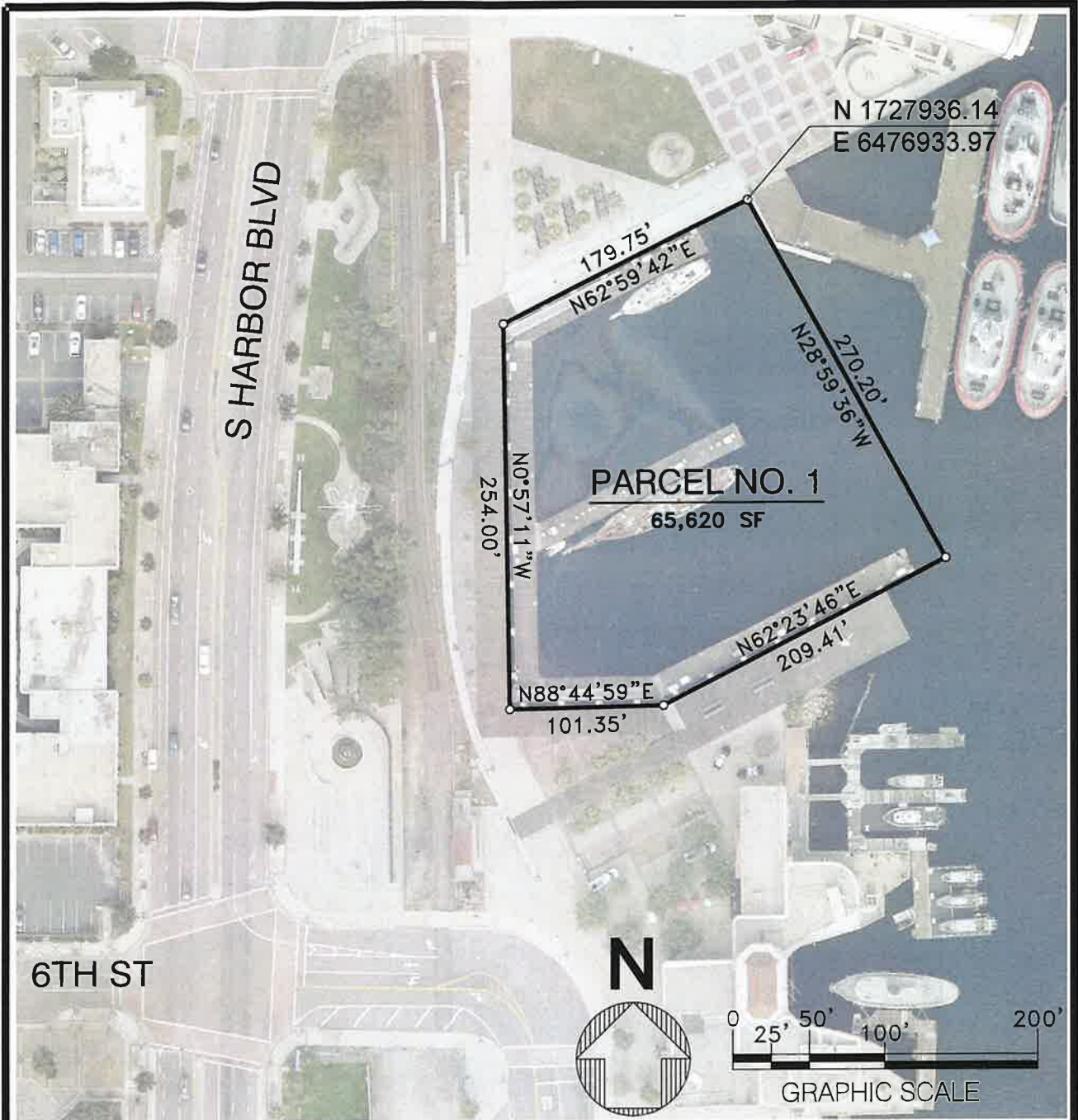
LOS ANGELES MARITIME INSTITUTE  
  
By: \_\_\_\_\_  
BRUCE HAYMAN, EXECUTIVE  
Type/Print Name and Title

  
By: \_\_\_\_\_  
Esperanza Bulanova Executive  
Type/Print Name and Title administrator

APPROVED AS TO FORM AND LEGALITY

October 4, 2023  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

By:   
JANET KARKANEN, Deputy



**NOTES:**

- 1) NO SUBSTRUCTURES ARE SHOWN ON THIS DRAWING. ACCURATE SUBSTRUCTURE INFORMATION MUST BE OBTAINED FROM LESSEES AND L.A.H.D. ENGINEERING RECORDS.
- 2) HORIZONTAL DATUM IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), CALIFORNIA COORDINATE SYSTEM, ZONE 5, FEET.
- 3) ALL DISTANCES SHOWN ON THIS DRAWING ARE GRID DISTANCES. TO OBTAIN A REASONABLE REPRESENTATION OF THE GROUND DISTANCE, DIVIDE THE DISTANCE HEREIN BY THE AVERAGE SCALE FACTOR OF 1.000076.

SCALE: AS SHOWN		<b>PERMIT MAP - AUTHORITY NO. RL 2023-11</b> <b>LOS ANGELES MARITIME INSTITUTE</b>	
DRAWN: P. HOANG		 <b>THE PORT OF LOS ANGELES ENGINEERING DIVISION</b> <small>125 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309</small>	
CHECKED: C. SAR	 <small>ASSISTANT CHIEF OF HARBOR ENGINEER</small>	DRAWING NUMBER <b>5-7424</b>	
DESIGNED: P. HOANG	 <small>CHIEF HARBOR ENGINEER</small>		
ENGR/ARCH	 <small>DATE</small>		
	<small>6-14-23</small> <small>DATE</small>		

DWG: N:\cad\projects\CA\LEASER\Signed Drawings\5-7424.dwg USER: p.hoang  
 DATE: Jun 14, 2023 4:35pm XREFS: BDRY\_PIER\_IMAGES.LG\_0471\_17250.LG\_0477\_17253  
 POLAPRO05\_VER.1\_12/96



