

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND THE CITY OF LONG BEACH**

**ESTABLISHING COSTS TO BE SHARED  
UNDER THE CLEAN AIR ACTION PLAN**

**AECOM CONSULTANT SERVICES  
FOR THE SAN PEDRO BAY PORTS RAIL STUDY UPDATE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners ("Port of Los Angeles"), and the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners ("Port of Long Beach"). The Port of Los Angeles and the Port of Long Beach are sometimes referred to individually as a "Port" and collectively as the "Ports."

WHEREAS, the Cities of Los Angeles and Long Beach, acting by their respective Boards of Harbor Commissioners ("Ports") have entered into Los Angeles Agreement No. 2546/ Long Beach Agreement No. HD-7173 ("Master Cost Sharing Agreement") expressing their desire to share the costs of certain contracts related to the San Pedro Bay Ports Clean Air Action Plan ("CAAP"); and

WHEREAS, maximizing rail efficiency and use of on-dock rail are among strategies of the CAAP 2017 Update, the joint Ports' Supply Chain Optimization effort, the state's California Sustainable Freight Action Plan and California Freight Mobility Plan; and

WHEREAS, the Ports have agreed to develop and publish an update to the Ports' joint rail study; and

WHEREAS, the Ports are interested in sharing the cost of a consultant agreement with AECOM TECHNICAL SERVICES, INC., a California corporation (AECOM), jointly selected from a competitive process, to assist with the preparation of a joint Ports' Rail Study Update.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1. Consultant Agreement**

The Port of Long Beach has entered into an agreement with AECOM Technical Services, Inc. ("Consultant"), to provide consulting services including creation of a database of documents, inventories and memoranda to assist the Ports in making capital and operational decisions, identification of necessary improvements, and to plan for implementation of the same. A copy of the Contract for Consulting Services is attached hereto as Exhibit A ("Consultant Agreement").

**Section 2. Cost of the Consultant Agreement and Reimbursement Amount**

The total cost of the Consultant Agreement shall not exceed \$711,085. The Port of Long Beach shall cover the total cost of Phase I, which shall be \$51,192. Each Port shall contribute 50% of the cost for Phase 2 (\$299,951.50 each for a total of \$599,903) and the Phase 2 contingency (\$29,995 each for a total of \$59,990) under the Consultant Agreement.

### **Section 3. Term of the Agreement**

The term of this Agreement shall commence on the date last signed by either the Executive Director of the Port of Los Angeles or the Chief Executive of the Port of Long Beach, and terminate September 30, 2020. The Agreement may be terminated earlier by either party as provided for in this Agreement.

### **Section 4. Responsibility for Administration of the Forecast Consultant Agreement**

A. Contract administration for the Consultant Agreement shall be the responsibility of the Port of Long Beach. However, the Ports agree to meet in good faith to discuss progress and to resolve any disputes which may arise as to the quality or quantity of the work or questions regarding other contract terms. All task work product shall be jointly reviewed and approved by both Ports for release of data, drafts or final versions of the rail study update to third parties or the public.

B. If the Ports cannot resolve a given dispute, then the dispute shall be resolved by the Executive Director of the Port of Los Angeles and the Executive Director of the Port of Long Beach. If they cannot reach agreement, then either Port may withdraw from participation in the sharing of costs under this Agreement upon ten days written notice to the other Port and shall be liable only for its share of costs accrued through the effective date of such withdrawal.

C. The Consultant Agreement shall contain a provision that allows for termination upon ten days written notice and for payment to the Consultant for work performed before termination. The Consultant Agreement shall require that the Consultant deliver to the Port of Long Beach all data gathered and all reports prepared prior to termination of the Forecast Consultant Agreement. All such data shall be shared with the Port of Los Angeles.

D. The Consultant Agreement shall contain Insurance and Indemnification sections which include the Port of Los Angeles, its Boards, Officers, Agents, Employees, Assigns and Successors in Interest to the same standards and coverage as the Port of Long Beach.

### **Section 5. Reimbursement of Monies Between Ports**

It shall be the responsibility of the Port of Long Beach to pay all monies due the Consultant under the terms of the Consultant Agreement. Subject to the provisions of Section 8 below, the Port of Los Angeles agrees to reimburse the Port of Long Beach its share of the contracting costs actually paid to the Consultant, not to exceed Three Hundred Twenty Nine Thousand Nine Hundred Forty Six and 50/100 Dollars (\$329,946.50), upon receipt of a billing statement or invoice from the Port of Long Beach and as soon as, in the ordinary course of Port of Los Angeles business, the same may be approved, audited and paid.

### **Section 6. Limitations on Reimbursement**

A. The Port of Long Beach shall not be entitled to reimbursement for the cost of any additional or different work other than described in the attached Consultant Agreement unless the Ports have executed an amendment to this Agreement. Both Ports agree that all requests for changes to work or costs shall be directed by the Port of Long Beach to the Port of Los Angeles, and both Ports shall confirm in writing whether such changes to work or costs is approved.

B. The Port of Los Angeles shall not be responsible for any extra costs resulting from the negligence of the Port of Long Beach in the administration of the Consultant Agreement.

**Section 7. Rights and Obligations**

A. Ownership of Data and Records. Both Ports agree that all records, exhibits, work product and all related data collected or reproduced by the Consultant (“data and records”), for which the costs are shared pursuant to this Agreement, are to be the joint property of the Ports.

B. Notices. Any notices to be given under or pursuant to this Agreement shall be served by mail or by personal delivery. When so given, such notice shall be effective two calendar days after the date of mailing or upon personal delivery, if not mailed. For the purpose hereof, unless otherwise provided in writing by the parties hereto, the address of the Port of Long Beach and the proper person to receive any such notice on its behalf is the Executive Director, Port of Long Beach, P.O. Box 570, Long Beach, California 90802. For the Port of Los Angeles, the proper person to receive notices on its behalf is the Executive Director, Port of Los Angeles, P.O. Box 151, San Pedro, California 90733.

C. Termination. Either Port shall have the right to terminate this Agreement upon ten calendar days written notice to the other Port provided, however, such termination shall not affect the respective obligations of the Ports for any reimbursement due to the Consultant (or any reimbursement due from the Port of Los Angeles to the Port of Long Beach, or any reimbursements due from the Port of Long Beach to the Port of Los Angeles) accrued through the effective date of termination. If termination of this Agreement occurs, the Port of Long Beach agrees to notify the Consultant of any change in the scope of work or specific work tasks, which may result from such termination.

D. Both Ports pledge to cooperate with each other and the Consultant to complete the work of this Agreement and the Consultant Agreement. Both Ports agree that each will absorb its respective staff costs necessary to implement and meet the obligations of this Agreement and the Consultant Agreement.

**Section 8. Amendments**

The terms of this Agreement shall be amended only in writing and signed by both parties.

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

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Eugene D. Seroka  
Executive Director

Attest: \_\_\_\_\_  
Amber Klesges  
Board Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_, 2018

MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By: \_\_\_\_\_  
Joy M. Crose, Asst. General Counsel

Account#	_____	W.O. #	_____
Ctr/Div#	_____	Job Fac.#	_____
Proj/Prog#	_____		
	Budget FY:	Amount:	
	TOTAL		

For Acct/Budget Div. Use Only

Verified by: \_\_\_\_\_

Verified Funds Available: \_\_\_\_\_

Date Approved: \_\_\_\_\_

THE CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Mario Cordero  
Chief Executive  
Long Beach Harbor Department

APPROVED AS TO FORM:  
CHARLES PARKIN, City Attorney

By: \_\_\_\_\_  
David R. Albers, Deputy City Attorney

Date: \_\_\_\_\_, 2018