

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITIES OF
LONG BEACH AND LOS ANGELES**

**TO SHARE THE COST OF HOSTING
THE PORT-OWNED DRAYAGE TRUCK REGISTRY**

THIS FOURTH AMENDMENT to Agreement to Share the Cost of Hosting the Port-Owned Drayage Truck Registry is entered into by the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners (“Long Beach”), and the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners (“Los Angeles”) (Long Beach and Los Angeles shall be collectively referred to herein as the “Ports”).

1. Recitals

This Fourth Amendment is entered into in the context of the following facts and objectives:

1.1 Los Angeles and Long Beach jointly developed the Port-Owned Drayage Truck Registry (“PDTR”), a database containing information regarding registered trucks and motor carriers that is used by the Ports to manage their respective Clean Trucks Programs.

1.2 Long Beach agreed to host the PDTR on its servers and provide the staff to operate and maintain the PDTR.

1.3 Los Angeles agreed to reimburse Long Beach for half of its cost in hosting the PDTR.

1.4 The Ports entered into an Agreement to Share the Cost of Hosting the Port-Owned Drayage Truck Registry in 2012 (Los Angeles Agreement Number 12-3049; Long Beach Agreement Number HD-7936), which was amended by First Amendment dated February 25, 2015 (Los Angeles Agreement Number 14-3049-A; Long Beach Agreement Number HD-7936A), which was further amended by Second Amendment dated January 10, 2018 (Los Angeles Agreement Number 17-3049-B; Long Beach Agreement Number HD-7936B), and which was further amended by Third Amendment dated March 24, 2021 (Los Angeles Agreement Number 20-3049-C; Long Beach Agreement Number HD-7936C) (collectively, the “Agreement”).

1.5 The Ports now wish to extend the term of the Agreement for three additional years at the same annual rates for hosting and contingency.

2. Paragraph 2 of the Agreement is hereby amended and restated in its entirety as follows:

“2. **Term.** The term of this Agreement shall commence on March 22, 2012 and shall terminate on December 31, 2026 unless earlier terminated by a party as provided in Section 3 of this Agreement.”

3. Each Port's 50% share of annual costs shall continue at the rates set forth in Paragraph 6 of the Agreement: (1) annual hosting costs of \$9,000 (\$750 per month x 12 months) and (2) annual contingency costs of \$25,000 maximum.

4. Exhibit A of the Agreement, Scope of Work and Costs, is hereby amended and restated in the form of the attached Exhibit A-1.

5. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign). The use of electronic signatures herein, or in any amendments to this Agreement, and any electronic records related to this Agreement (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means), shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Each party hereto hereby agrees that such electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party’s execution of this Agreement.

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5. Except as expressly provided in this Fourth Amendment, the Agreement remains unchanged and in effect.

THE CITY OF LOS ANGELES HARBOR DEPARTMENT, a municipal corporation, acting by and through its Executive Director of the Harbor Department

Date: _____, 2023

By: _____

Eugene D. Seroka
Executive Director

Attest: _____

Amber M. Klesges
Board Secretary

APPROVED AS TO FORM AND LEGALITY:
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: Joy M. Crose

Date: Oct. 26, 2023

Joy M. Crose
Assistant General Counsel

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

Date: _____, 2023

By: _____

Mario Cordero
Chief Executive Officer

APPROVED AS TO FORM:
DAWN MCINTOSH, City Attorney

By: _____

Sudhir N. Lay
Deputy

Date: _____, 2023

EXHIBIT A-1

There are potential costs that could arise each year due to a necessity to upgrade the system or any other unforeseen issues that may be required to maintain the system. All contingency costs shall be authorized by the Chief Information Officers of the two Ports. Los Angeles agrees to reimburse Long Beach for fifty percent (50%) of those costs up to a maximum not-to-exceed \$25,000 per year.

Contingency Costs = \$50,000/year x 3 years = \$150,000

Since the costs are shared, each Port's total contingency cost over the three-year extension term would be half of the \$150,000, or \$75,000.

Detailed Cost Breakdown

Total projected future costs for this amendment are as follows:

	Total Cost	Cost Share Breakdown – 3 Years	
		POLB	POLA
Total Monthly Cost (1/24- 12/26)	\$54,000.00	\$27,000.00	\$27,000.00
Contingency Costs – Maximum amount not to exceed	\$150,000.00	\$75,000.00	\$75,000.00
Total:	\$204,000.00	\$102,000.00	\$102,000.00

Service Level Agreement Targets & Reporting

Los Angeles and Long Beach desire to have excellent application service availability. Los Angeles and Long Beach agree that Long Beach Information Management team shall make commercially reasonable efforts to ensure the PDTR is available 24 hours per day, every day of the year, except for scheduled maintenance periods during low activity. Scheduled maintenance periods will be clearly stated on the Login page of the PDTR web portal and communicated via e-mail to the registered PDTR users at least 3 days before the period.

Los Angeles and Long Beach agree that the targeted system quality is:

- At least 99.95% full system availability during non-maintenance periods.
- No more than 70% average CPU utilization over any 5 minute period of time for any server.
- No less than 20% free space on any hard disk storage system used by the system.
- Level 1 Errors – Begin professional resolution efforts within 1 hour of receiving error notification. Summary of efforts must be e-mailed every 2 hours detailing issues and attempts at resolution.
- Level 2 Errors – Begin professional resolution efforts within 4 hours of receiving error notification. Summary of efforts must be e-mailed every 4 hours detailing issues and attempts at resolution.

EXHIBIT A-1

- Level 3 Errors – Begin professional resolution efforts within 8 business hours of receiving error notification. Summary of efforts must be emailed every 8 business hours detailing issues and attempts at resolution.

Error Level Definitions:

- Level 1 Error – PDTR and/or PDTR Web Portal is unavailable to all users
- Level 2 Error – PDTR and/or PDTR Web Portal is experiencing updating or processing errors, reporting capabilities not working properly, but the system is substantially usable and available to all users
- Level 3 Error – PDTR and/or PDTR Web Portal is exhibiting minor field or page display errors, but the system is substantially usable and available to all users

Los Angeles and Long Beach agree that Long Beach will publish a report to the PDTR website certifying the measurements above by the 5th working day after the end of the preceding month.

Disaster Planning & Recovery

Los Angeles and Long Beach agree to Long Beach developing, planning, and testing of the PDTR disaster recovery process. Los Angeles agrees to participate in the testing and verification of the disaster recovery process and share equally in the incidental costs, if any, of the testing and verification.