

FIRST AMENDMENT TO REVOCABLE PERMIT NO. 11-04
BETWEEN THE CITY OF LOS ANGELES AND
LOS ANGELES MARITIME INSTITUTE

REVOCABLE PERMIT NO. 11-04 ("R.P. 11-04"), by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and LOS ANGELES MARITIME INSTITUTE ("Tenant"), Is hereby amended a first time, as follows:

1. Section 1 of R.P. 11-04, Premises, is amended by adding the following to the definition of Premises:

1.1. 514 square feet of office space described as Unit P-3 ("Unit P-3") and gangway dock and water at Berth 77 within Ports O'Call Village as depicted on "Exhibit A-2 (revised)" attached hereto and incorporated herein by this reference and which replaces Exhibit A-2 attached to RP 11-04.

1.1.1 Footnote 1 of RP 11-04 (which refers to Unit P-3) is hereby deleted.

1.2. Approximately 4,278 square feet of warehouse space described as Building "G" ("Building G") located within the Ports O'Call Village at Berth 73 as depicted on Exhibit A-3 attached hereto and incorporated herein by this reference.

1.3. Approximately 13,108 square feet of outside work/storage yard ("Outside Storage Area") at Berth 73 as depicted on Exhibit A-3 attached hereto and incorporated herein by this reference.

1.4. Unit W-21, Berth 77, Ports O'Call Village ("Unit W-21") consisting of 812 square feet for storage and office use as depicted on Exhibit A-4 attached hereto and incorporated herein by this reference.

2. Section 2 of R.P. 11-04, Permitted Use, is amended by adding the following as the second sentence in Section 2.

Tenant is permitted to use Building G for the ongoing Topsail Youth Sailing Program, storage of supplies/materials and spare parts for the brigantine vessels, instructional shop, minimal woodworking operations for the maintenance of the vessels, provide information on the TopSail Program and volunteer opportunities, storage of other brigantine vessels including the Swift of Ipswich. Unit P-3 is for office use and Unit W-21 is for storage and office use.

3. Section 4. Tenant's Obligations to Harbor Department, is amended as follows:

3.1. Add "Compensation" to the end of the above-mentioned heading of Section 4 and add the following to the Section beginning after the heading:

"In partial consideration of Tenant's service to the public and public purpose of its tenancy including but not limited to providing the activities described in Section 2 which are conducted at the Premises, Tenant shall not be required to pay monthly monetary compensation, provided that Tenant continues to conduct such activities at the Premises, and further, every six months (e.g., by June 30; Dec. 30) that R.P. 11-04 remains in effect Tenant shall provide to City's Real Estate Division a report of its operations and activities at the Premises for the preceding six-month period which provide information on Tenant's outreach efforts which includes the following information:

- i. List of groups or organizations using the Premises, number of participants, date, fees paid; List of any organizations/groups which applied to participate in the programs at the Premises but were not accommodated (include date and time requested and reason for denial of application).
- ii. Schedules including number of sail days and number of students served for the reporting period;
- iii. Cost and current list of activities which benefit the public with a brief description of each program as well as objectives;
- iv. Number of youths/adults served per program and service (broken down by month);
- v. New programs and collaborations during the reporting period;
- vi. Copies of all advertisements/brochures promoting various programs benefiting the public at Premises and schedules showing acknowledgement of the City's support for Tenant's operations at Premises."

3.2. The following sentence shall be added: Tenant shall be responsible for the payment of all utilities associated with Building "G" only.

4. Section 7(a) of R.P. 11-04 is revised as follows:

4.1. Exhibit D is added to R.P. 11-04 and shall be applicable to all portions of the Premises except for Building G such that the first section of Section 7(a) should read as follows: "With the exceptions of the items listed in Exhibit D", which Exhibit D may be amended by Executive Director in his or her sole reasonable discretion, Tenant at its sole cost and expense shall keep and maintain the Premises, and all buildings, works, and improvements of any kind thereon, in good an substantial repair and condition and shall be responsible for

and perform all necessary inspection, maintenance and repair thereof, including preventative maintenance, using materials and workmanship of similar quality to the original improvements.”

4.2. A second sentence shall be added to Section 7(a) to directly follow the above sentence, as follows:

“Tenant shall be responsible for performing and paying for the following maintenance and repairs to Building “G” and the Outside Storage Area: (1) An approved new roof membrane; (2) selective structural repairs; (3) new electrical service panel with interior distribution of power outlets and task lighting; (4) interior and exterior painting and signage; (5) bathroom brought to code; (6) data and internet wiring; (7) repair and installation of perimeter fencing; (8) payment of all utilities; (9) all regular maintenance activities.”

5. Section 26 of the R.P., Notice, is amended for Tenant as follows:

LOS ANGELES MARITIME INSTITUTE
Attn: Bruce D. Heyman, ED
Ports O’Call Berth 73 (Utro’s Building)
San Pedro, CA 90731

Except as amended herein, all remaining terms and conditions of R.P. 11-04 shall remain the same including but not limited to the right to terminate R.P. 11-04 upon sixty (60) days written notice as provided in Section 3 of said R.P.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Revocable Permit No. 11-04 on the date to the left of their signatures.

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


Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

LOS ANGELES MARITIME INSTITUTE, a California corporation

Dated: 8/5/16, 2016

By 

Its BRUCE HEYMAN, EXECUTIVE DIRECTOR
Type/Print Name And Title Of Officer

Attest 

Its ANITA CARRILLO, Administrative Asst.
Type/Print Name And Title Of Officer

APPROVED AS TO FORM AND LEGALITY

August 9, 2016

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

By  for
Estelle M. Braaf, Deputy

Los Angeles Maritime Institute

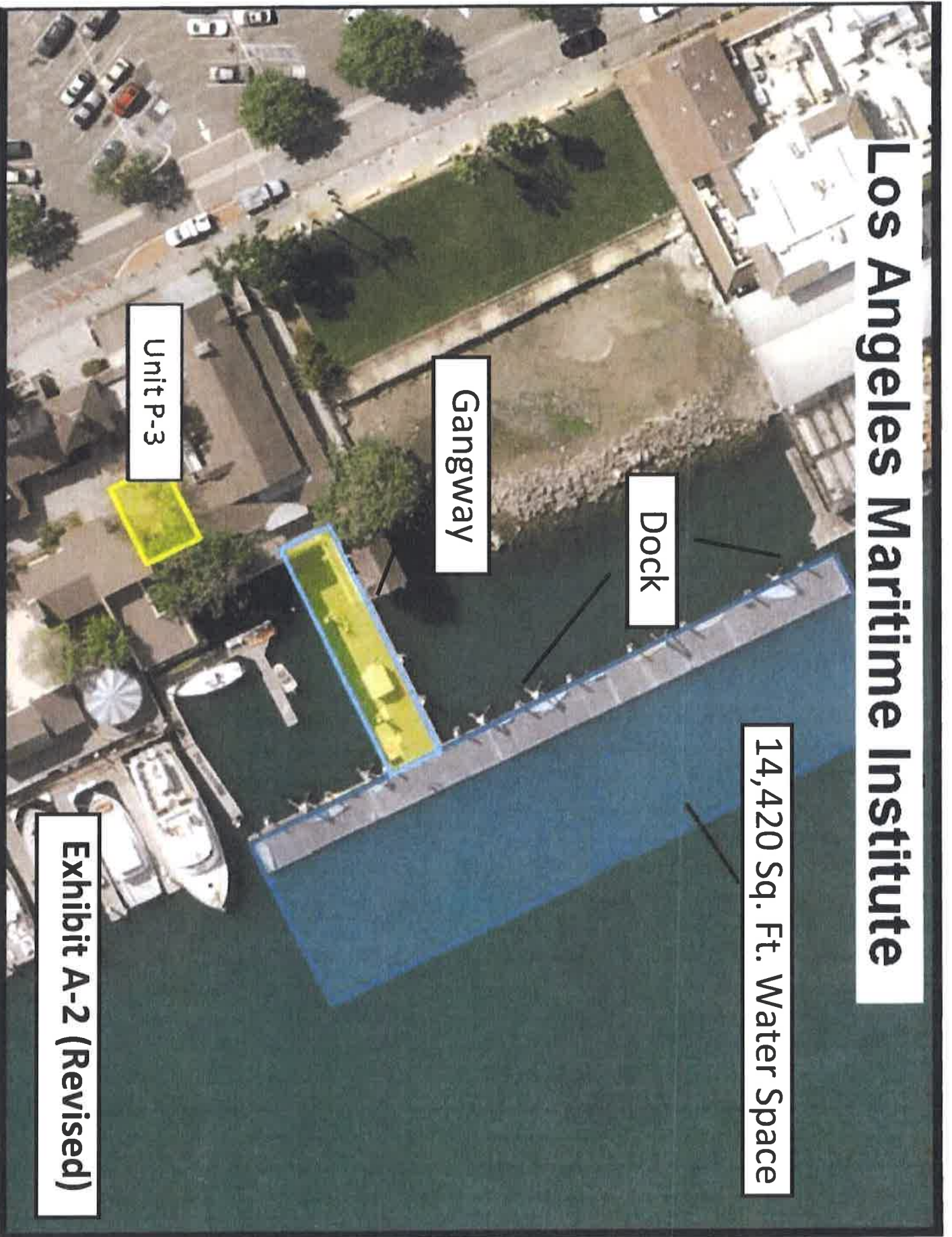
14,420 Sq. Ft. Water Space

Dock

Gangway

Unit P-3

Exhibit A-2 (Revised)



LAMI Exhibit A3



LAMI Exhibit A-4



SCALE 1: 1,899

316.4 Feet

Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere



This map is a user-generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend
 Gray and Black OI
Water Bodies
 Other Water
Channel, Ocean

LARIAC4_Date_F



Ports O' Call Village Tenant Maintenance List

City Responsibility

- Roofs (interior ceiling if caused by rood leak)
- Exterior walls
- Landscaping
- Exterior painting
- Exterior plumbing
- Exterior electrical
- Window repair/replacement
- Door repair/replacement
- Electrical breaker up to panel