

**FIRST AMENDMENT TO AGREEMENT NO. 13-3195  
BETWEEN THE CITY OF LOS ANGELES AND  
LOS ANGELES MARITIME INSTITUTE**

THIS FIRST AMENDMENT to Agreement No. 13-3195 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and LOS ANGELES MARITIME INSTITUTE, a Non-Profit Benefit Corporation, Berth 73, Suite 2, San Pedro, CA 90731 ("Consultant") as follows:

1. Section I, A is amended to read:

"A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

2. Section III, B is amended to read:

"B. This Agreement shall be in full force and effect commencing from the date of execution, and shall terminate on August 31, 2018, subject to the termination rights of City as set forth in Section IV of this Agreement."

3. Section V is amended by inserting a new subsection B1 to read:

"B1. For the period commencing on the date of execution of the First Amendment to Agreement No. 13-3195, and ending on August 31, 2018, the maximum amount payable under this Agreement shall be Eighty-Five Thousand Dollars (\$85,000)."

Except as amended herein, all remaining terms and conditions of Agreement No. 13-3195 shall remain in full force and effect.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 13-3195 on the date to the left of their signatures.

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

Dated: \_\_\_\_\_

By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

Dated: 1/13/17

LOS ANGELES MARITIME INSTITUTE  
By: [Signature]  
BRUCE HEYMAN / EXECUTIVE DIRECTOR  
(Print/type name and title)

Attest: [Signature]  
ALICE TAYLOR / DIRECTOR OF SALES  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

Feb 7, 2017  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By [Signature]  
CHRISTOPHER B. BOBO, Assistant

Account #	<u>21952</u>	W.O. #	<u>68165</u>
Ctr/Div #	<u>7000</u>	Job Fac. #	<u>636-00</u>
Proj/Prog #	<u>000</u>		

Budget FY: Amount:

<u>2016-2017</u>	<u>42,500.00</u>
<u>2017-2018</u>	<u>42,500.00</u>
TOTAL	<u>85,000.00</u>

For Acct/Budget Div. Use Only:

Verified by: [Signature]

Verified Funds Available: [Signature]

Date Approved: 2/7/17

NO ADDITIONAL FUNDING

## Amended Scope of Work and Funding Disbursement

In accordance with Agreement 13-1395, the Los Angeles Maritime Institute (LAMI) has managed the restoration of the vessel, Swift of Ipswich, with the intent of putting the vessel into service and making it available for youth sailing programs. The restoration of the Swift of Ipswich is still underway and is not yet available for youth programming. Therefore, LAMI will perform 40 Topsail Youth day or overnight sails or dockside programs using either of the vessels Irving Johnson or Exy Johnson or both. The programs will target the Wilmington community and will, by choice of the school/community group, be from Banning's Landing. The China Shipping Amended Stipulated Judgment Aesthetic Mitigation funds of \$85,000 will pay for the 40 days of youth programs to benefit the Wilmington community.

LAMI has committed to complete the restoration of the Swift of Ipswich and return the vessel to its original external appearance while renewing age damaged wooden structures and installing new electrical and mechanical systems for several decades of reliable, safe TopSail Youth Program service.

### Proposed Youth Program:

The ideal TopSail Youth Program is an 11 day program that includes 6 day sails and a 5 day voyage, for a group of youth, usually middle school age. The group size for voyages must be 30 or less including adult advisor/chaperones. The group size for day sails will be between 25 and 35 with a maximum of 45. Dock side programs can be tailored to accommodate larger groups but will also be limited to 30 for overnights. Participating youth organizations or schools can choose to participate at the upper elementary, middle school or high school level. The total covered by these funds is for 40 days in any combination of the programs. Please note: costs of program are almost totally fixed. Therefore, funds requested for both programs are per day not per participant.

### Project Tracking:

Project reporting will be aligned with LAMI's contractual commitments for the Community Grant from POLA. The first report will be due by June 30, 2017 and then every six months thereafter. The Executive Director or designee can request an update or additional report at any time and LAMI will have 30 days to produce the update or report.

### Disbursement of Funds:

Upon approval of the contract amendment and presentation of a proper invoice, \$42,500 will be released to LAMI. Upon completion of 20 program days utilizing these funds, and presentation of a proper invoice, the final \$42,500 will be released to LAMI. The programs can be any combination of TopSail day or overnight or Dock side programs. The programs will be performed from or on Banning's Landing if chosen by the school or group. The Wilmington community will be the target of all programs.

