

CITY OF LOS ANGELES HARBOR DEPARTMENT  
Port of Los Angeles

LICENSE AGREEMENT

No. 2017-04

WHEREAS, the Board of Harbor Commissioners approved a Memorandum of Understanding, MBSMOU0003 (the "MOU") between the City of Los Angeles, Harbor Department (the "Department") and Los Angeles County Metropolitan Transportation Authority ("LACMTA") on November 17, 2016 to install and operate LACMTA's Bike Share Program (the "Services") in the Harbor District;

WHEREAS, Article 8, Section G of the MOU states the Department will provide LACMTA's Contractor a license allowing for construction and operation of Bike Share Stations;

WHEREAS, Bicycle Transit Systems, Inc. is LACMTA's current Contractor for its Bike Share Program; and

WHEREAS, eleven Bike Share Station locations have now been identified in the Harbor District;

NOW, THEREFORE, it is mutually understood and agreed by LACMTA's Contractor, Bicycle Transit Systems, Inc. (Licensee) and the Department as follows:

Pursuant to the MOU, Article 8, Section G, the Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles hereby grants permission to Bicycle Transit Systems, Inc. ("Licensee") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of the Department, acting through its Board of Harbor Commissioners ("Board") subject to the following terms and conditions:

1. Premises. Licensee is permitted under this License Agreement ("Agreement") to use and occupy the following: (1) Cruise Terminal - Fan Fare Fountain, (2) Catalina Express, (3) USS Iowa, (4) Downtown Harbor, (5) Crafted/22<sup>nd</sup> St. Park, (6) Ports O' Call, (7) Doubletree Hotel, (8) Cabrillo Beach, (9) Wilmington Waterfront Park (West), (10) Wilmington Waterfront Park (East), and (11) Banning's Landing, as delineated and more particularly described on Exhibit A ("Premises"). If for any reason, relocation of one or more of the Bike Share Stations is required, the Department will provide written notice of the proposed relocation. Once relocated, Exhibit A will be replaced with Exhibit A-1. If additional relocations are required thereafter, Exhibit A-1 will be replaced with Exhibit A-2, and so on.

2. License. The Department acknowledges and agrees that any member of the public at large may become a user of the Services ("User") and that each User must be allowed full access to the Premises, in connection with using any of the Services notwithstanding events declared to be emergencies by the Executive Director and/or Port Police.

3. No Fee. Licensee and all other Users have no obligation to pay any fee, compensation or other rent with respect to this License Agreement.

4. Permitted Use. The Premises shall be used for the activities listed below and not for any other use without the prior written consent of Executive Director which approval may be withheld by the Department in its sole and absolute discretion. Licensee shall not use the Premises in any manner, even if the use is a Permitted Use, that will cause cancellation of any insurance policy covering the Premises; provided, however, Licensee may, in the Department's sole discretion, remain if it pays the increase in

the Department's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Licensee to be or remain, on the Premises, and Licensee shall prevent any such material or matter from being or accumulating upon the Premises. Licensee further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

Permitted Uses include:

(i) the right to assemble, install, upgrade, alter, expand, renew, maintain, repair, replace, remove, relocate, and use the Docking Station and all related bicycles and other equipment within the Premises (including, without limitation, the right to place advertisements on all such equipment and secure sponsorships related to the Service, and to use and enjoy all rights appurtenant thereto, including the right to enter the Premises as may be reasonable and appropriate to exercise all Licensee's rights and the right to remove all obstructions as Licensee may deem necessary; and

(ii) by all Users: the right to enter and use the Premises in connection with using any of the Services, which may include using the Docking Station or any related bicycles or other equipment within the Premises. The Premises must be used only for the Docking Station and other purposes related to this License or the Services, and the Department must not block or impair any User's full and ready access to the Docking Station (24 hours per day, 365 days per year) or otherwise interfere with or alter any User's use or enjoyment thereof, notwithstanding events declared to be emergencies by the Executive Director and/or Port Police and other events with at least 30-days prior notice to Licensee.

5. Term; Termination. Subject to the provisions of Los Angeles City Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Licensee is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement. The term of this Agreement ("Term") shall be for three (3) years commencing on the Effective Date and expiring on \_\_\_\_\_ ("Expiration Date"), unless sooner terminated or extended in accordance with this Agreement. Either party may terminate this Agreement for any reason upon 180 days written termination notice to the other party. Either party may terminate this Agreement for material breach of this Agreement by any Party hereto upon 30 days written termination notice to the breaching Party by the non-breaching Party, unless such breach has been fully cured prior to the expiration of such 30 day period.

6. Rights-of-Way. This Agreement 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 the Department in the future. The Department further reserves rights-of-way over, on, under, and through the Premises as Board or the Department requires to drill and explore new, or to maintain existing, oil, gas, or mineral wells. This Agreement 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 the Department or any of its various departments, and shall also be at all times subject to additional reservations Board or the Department may reasonably require after the Effective Date for which Licensee shall receive no compensation unless otherwise expressly provided.

7. Premises Satisfactory to Licensee / Required Modifications. Licensee has inspected the Premises and agrees that they are suitable for the Permitted Use. No officer or employee of the Department has made any representation or warranty with respect to the Premises and in entering into this Agreement, Licensee agrees it relies only on the provisions of the Agreement. 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 Licensee's operations, shall be constructed, installed, or removed at Licensee's sole expense. Licensee shall obtain a Harbor Engineer Permit from the office of the Chief Harbor Engineer, Engineering Division, of the Department's Harbor Department ("Chief Harbor Engineer") and shall comply with the requirements of Section 8 and 9 of this Agreement before making any modification, improvement, or addition to the Premises.

8. Site Preparation. At no cost or expense to the Licensee, the Department shall waive all permit fees within the Department's control for preparing the Premises for the installation of the Docking Station in accordance with the criteria set forth in Exhibit A hereto, and the Licensee must reasonably cooperate in connection therewith.

9. Station Installation and Removal. Licensee has the right to install a Docking Station within the Premises. At the end of the Term, Licensee will remove the Docking Station. Licensee is fully responsible for installing and removing the Docking Station within the Premises at no cost or expense to the Department. The Department must reasonably cooperate in connection therewith. For installation and removal of a Docking Station, Licensee will (a) exercise reasonable care to not damage any property, and (b) pay for any and all property damage to the extent directly caused by Licensee based upon Licensee's reasonable estimate of the cost of repair work.

10. Litter and Debris. Licensee, at its sole cost and expense, shall keep and maintain the Bike Share Station on the Premises in a safe, clean, and sanitary condition in accordance with all applicable federal, state, municipal, and other laws, ordinances, rules, and regulations.

11. Alterations on Premises. Licensee shall not construct on or alter ("Alteration") the Premises, including a change in the grade, without first obtaining the Department's written approval and a Harbor Engineer Permit. Licensee shall submit to the Department 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 the Department pursuant to the California Environmental Quality Act (CEQA) and the certified Port Master Plan. The Department's Chief Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans, and specifications. Licensee, 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 Licensee pursuant to this Agreement shall be at Licensee's sole expense. Licensee shall keep the Premises free and clear of liens for labor and materials and shall hold the Department harmless from any responsibility in respect thereto. Licensee 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, Licensee 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.

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

adequate access. Licensee agrees to complete such relocation within forty-eight (48) hours of receiving notice from the Department except in case of emergency. Licensee agrees neither the department servicing the Premises nor the Department shall be responsible for any loss Licensee may suffer as a result of such maintenance or repair.

13. Licensee Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Licensee under this Agreement: (1) Licensee's failure to perform any obligation under this Agreement if Licensee fails to cure the failure within three (3) days after delivery of written notice of the failure from the Department to Licensee; (2) Licensee's abandonment of the Premises including but not limited to (i) Licensee's absence from or failure to use the Premises or any substantial portion thereof for three consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Agreement; or (ii) if Licensee is not in default, Licensee's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Licensee, 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; (3) To the extent permitted by law (i) a general assignment by Licensee or any guarantor of the Agreement for the benefit of the creditors without written consent of the Department; (ii) the filing by or against Licensee, 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 Licensee or any guarantor, unless possession is unconditionally restored to Licensee 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 Licensee located on the Premises, or of Licensee's interest in this Agreement, unless that seizure is discharged within thirty (30) days.

(b) The Department's Remedies. The Department may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Agreement. The Department's remedies are cumulative and not inclusive.

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, Licensee, at Licensee's sole cost and expense, shall comply with all applicable federal, state, county, Los Angeles City ("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 Licensee'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 14(c)), the Premises, and/or Licensee's use and/or occupancy thereof.

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

(c) Licensee shall not cause or permit any Environmentally Regulated Material, as defined in this Section 14(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 4 of this Agreement, if any, including the batteries charging the Docking Stations. Licensee shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Licensee'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) Licensee 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"), to the extent caused by Licensee during Licensee'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 the Department, 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, Licensee shall also comply with any other conditions reasonably imposed by the Department. If Licensee knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about the Premises, Licensee shall immediately give written notice to the Department.

(e) Licensee 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, but only to the extent caused by Licensee during the period of Licensee's occupancy of the Premises. For purposes of CERCLA, and any and all other Applicable Laws, Licensee shall be considered the owner and operator, but only during the period of Licensee's occupancy of the Premises. Licensee agrees that any claims, damages, fines, or other penalties asserted against or levied on the Department and/or Licensee as a result of Licensee's noncompliance with any Applicable Laws shall be the sole responsibility of Licensee and that Licensee shall indemnify and hold the Department 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. The Department, at its sole option, may pay such claims, damages, fines, penalties, and/or judgments resulting from Licensee's noncompliance with any of the aforementioned authorities, and Licensee shall indemnify and reimburse the Department for any such payments.

(f) In discharging Licensee's obligations under this Agreement, if Licensee disposes of any Contamination, within thirty (30) days of Licensee's receipt of original documents, Licensee shall provide the Department 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 the City of Los Angeles, Port of Los Angeles, nor Los Angeles Harbor Department shall appear on any manifest document as a generator of such material.

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

(h) Licensee shall implement the 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 Agreement, Licensee's obligations in this Section 14 shall survive the Termination Date of this Agreement.

15. **Restoration and Surrender of Premises.** Upon the termination of this Agreement, Licensee shall quit and surrender occupancy and use of the Premises to the Department and shall, without cost to the Department, remove any and all its property and restore the area of the Premises covered by the Docking Stations to the same or as good condition as the same were in at the time of the first occupancy thereof by Licensee. Licensee may incur additional charges if Licensee fails to fully restore such portions of the Premises to the satisfaction of the Executive Director prior to the termination of this Agreement.

16. **Compensation During Restoration.** Licensee understands and agrees it is responsible for complete restoration of the area of the Premises covered by the Docking Stations before the Termination Date, as provided in this Agreement and under Applicable Laws, including but not limited to the clean-up of any Contamination in, on or about the Premises. The Department shall provide 180 days' notice prior to Termination Date. If, for any reason, such restoration is not completed before the Termination Date, then Licensee is obligated to pay the Department compensation during such restoration period, in an amount equal to the then fair market rental value of the Premises and the Department's then established rate of return as determined by the Department. Licensee also agrees to provide the Department a surety bond, in an amount reasonably determined by Executive Director, in his or her sole reasonable discretion, to assure removal of Contamination from the Premises at any time the Department demands such bond.

17. **Indemnity.**

Except for the sole negligence or willful misconduct of the Department, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Licensee undertakes and agrees to defend, indemnify and hold harmless the Department and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the Department, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Licensee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Licensee or its subcontractors of any tier. Rights and remedies available to the Department under this provision are

cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

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 Agreement, Licensee shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial 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 The Department if a Best's Rating is not available) with Licensee's normal limits of liability, but not less than One Million Dollars (\$1,000,000) for injury or death to one or more persons out of each accident or occurrence and One Million Dollars (\$1,000,000) for bodily injury and property damage for each occurrence / Two Million Dollars (\$2,000,000) general aggregate. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(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. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Licensee shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Licensee shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Licensee shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City of Los Angeles, Harbor Department in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Licensee, and for all employees of any subcontractor or other vendor retained by Licensee.

(d) Limits for coverage required under Section 18 of this Agreement 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 Licensee. The self-insured retention or self-insurance shall provide that any other insurance maintained by City's Harbor Department shall be excess of Licensee's insurance and shall not contribute to it. In all cases, regardless of any deductible, retention, or self insurance, Licensee 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.

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

(f) Policies submitted pursuant to Section 18 of this Agreement 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 the insured under Agreement No. 2017-04, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur."

(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 Department's Risk Manager with copies to the Los Angeles City Attorney's Office."

(v) "The policy to which this endorsement is attached shall provide 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager."

(g) All insurance procured by Licensee shall comply with the following:

(i) Electronic submission is the required method of submitting Licensee's insurance documents. Track4LA<sup>®</sup> 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. Licensee's insurance broker or agent shall obtain access to Track4LA<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Licensee's behalf.

Upon request by the Department, Licensee shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive the expiration of earlier termination of this Agreement.

(ii) Prior to the expiration of each policy, Licensee shall show through submitting to Track4LA<sup>®</sup> that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to Track4LA<sup>®</sup>. If Licensee neglects or fails to secure or maintain the required insurance, or if Licensee fails to submit proof of insurance as required above, City's Harbor Department may, at its option and at the expense of Licensee, obtain such insurance for Licensee.

(iv) Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City's Harbor Department, may request that Licensee increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving written notice to Licensee.

19. No Assignments/Subleases/Transfers. No transfer of this Agreement, 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 Licensee (or any entity that directly or indirectly controls or owns fifty percent (50%) or more of Licensee), 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 Agreement (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Licensee 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 and n of this Agreement or Licensee's assets, which involvement results in a reduction of the net worth of Licensee (defined as the net worth of Licensee, 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 Agreement 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 Licensee's assets in the hands of a receiver or trustee; or (2) a transfer by Licensee for the benefit of creditors; or (3) transfers resulting from the death or incapacity of any individual who is a Licensee or of a general partner of a Licensee.

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

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

22. Conflict of Interest. It is understood and agreed that the parties to this Agreement 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 the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the Department may immediately terminate this Agreement by giving written notice thereof.

23. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Agreement, 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 the Department:      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 Licensee: Bicycle Transit Systems  
1349 Channing Street  
Los Angeles CA 90021  
Attn: General Manager

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

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

25. No Waiver. No waiver by either party at any time of any terms or conditions of this Agreement shall be a waiver at any subsequent time of the same or any other term or condition. No breach of a covenant, term, or condition of this Agreement will be deemed to have been waived by the Department unless the waiver is in writing and executed by the Department.

26. Joint and Several Obligations of Licensee. If more than one individual or entity comprises Licensee, the obligations imposed on each individual or entity that comprises Licensee under this Agreement shall be joint and several.

27. Time of the Essence. Time is of the essence in this Agreement.

28. Nondiscrimination and Affirmative Action Provisions. Licensee 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 Agreement shall contain this provision. The applicable provisions of Section 10.8 *et seq.* of the Los Angeles Administrative Code are set forth in the attached Exhibit B and are incorporated herein by this reference.

29. 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. Licensee 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 Agreement.

30. 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. Licensee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

31. Wage and Earnings Assignment Orders/Notices of Assignments. Licensee is obligated to fully comply with all applicable state and federal employment reporting requirements for Licensee and/or its employees. Licensee 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. Licensee 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. Licensee will maintain such compliance throughout the term of this Agreement.

32. 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, a copy of which is attached as Exhibit C, as a policy of City's Harbor Department. Licensee shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

33. Business Tax Registration Certification. Licensee 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. Licensee shall provide the Department evidence that all such Certificates have been obtained. Licensee 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.

34. Wilmington Truck Route. It is recognized by both parties that Licensee may not directly control any trucks serving the Premises. However, Licensee 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 as depicted on the attached as Exhibit D. The Wilmington Truck Route may be modified from time to time at the sole discretion of Executive Director with written notice to Licensee.

35. State Tidelands Act. This Agreement, the Premises, and Licensee'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. Licensee 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.

36. Section Headings. Section headings used in the Agreement are merely descriptive and not intended to alter the terms and conditions of the sections.

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

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

39. Governing Law and Venue. This Agreement 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 Agreement 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,  
HARBOR DEPARTMENT

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

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

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

The undersigned Licensee hereby accepts the foregoing Agreement and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof.

BICYCLE TRANSIT SYSTEMS, INC.

DATED: 6/1/17

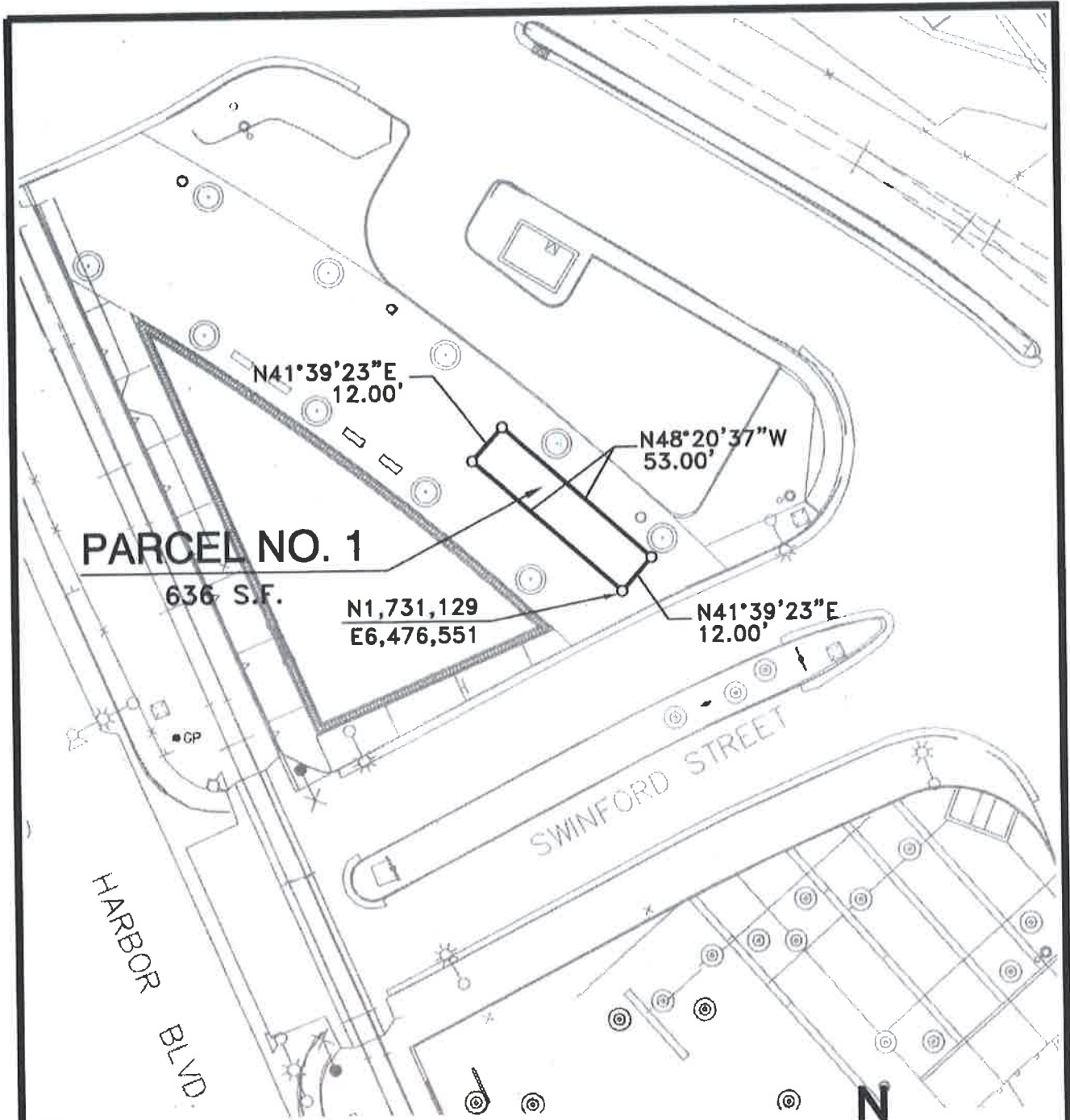
By: \_\_\_\_\_  
Peter Hogan COO  
Type/Print Name and Title

Attest: \_\_\_\_\_  
Claire Hurley Implementation mgr  
Type/Print Name and Title

APPROVED AS TO FORM AND LEGALITY

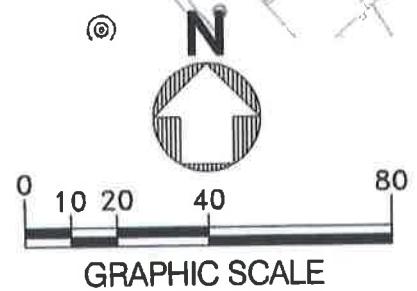
6/6, 2017  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: \_\_\_\_\_  
MINAH PARK, Deputy



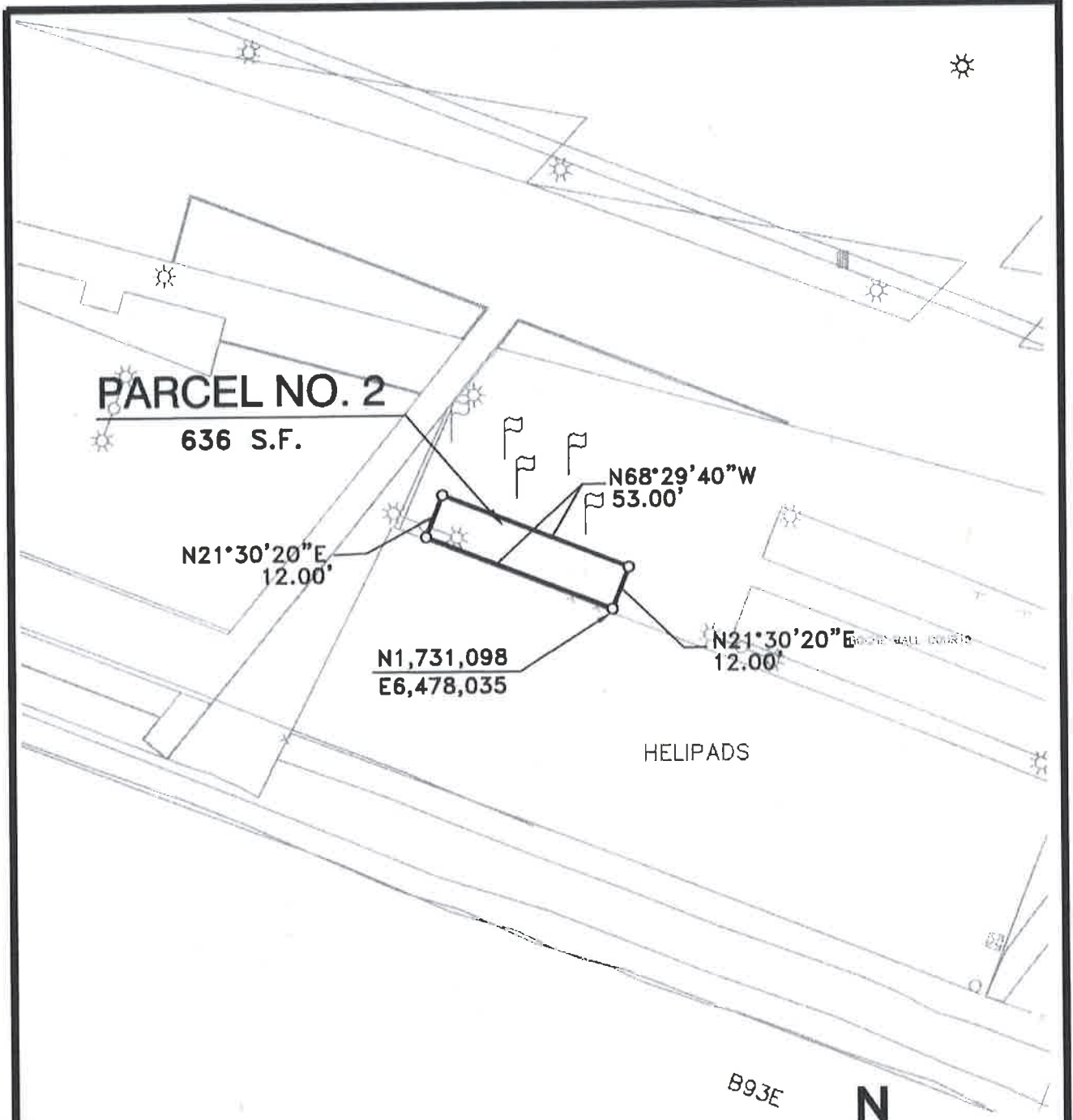
NOTE:

- 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.



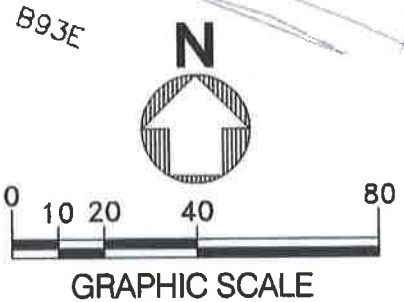
POLAPROS\_VERC.1\_12/96  
5-7347.DWG

<p>SCALE: 1" = 40'</p> <p>DRAWN: C. VENTURA</p> <p>CHECKED: D. RAASCH</p> <p>DESIGNED: C. VENTURA</p> <p>ENGR/ARCH <i>Royl R. Raasch</i></p>	<p>CHIEF OF DESIGN <i>Mark Rausch</i></p> <p>ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stuart L. Frutke</i></p> <p><i>M. W. [unclear]</i></p> <p>CHIEF HARBOR ENGINEER      DATE: 6.1.17</p>	<p>PERMIT MAP - AUTHORITY NO. RP2017-04</p> <p><b>METRO BIKE SHARE - FAN FARE FOUNTAIN</b></p> <p>THE PORT OF LOS ANGELES <b>ENGINEERING DIVISION</b> 432 S. PALM VERDE STREET SAN PEDRO CA 90731-3500</p>	<p>DRAWING NUMBER <b>5-7347-1</b></p>
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**NOTE:**

- 1) No substructures are shown on this drawing. Accurate substructure information must be obtained from lessees and L.A.H.D. engineering records.
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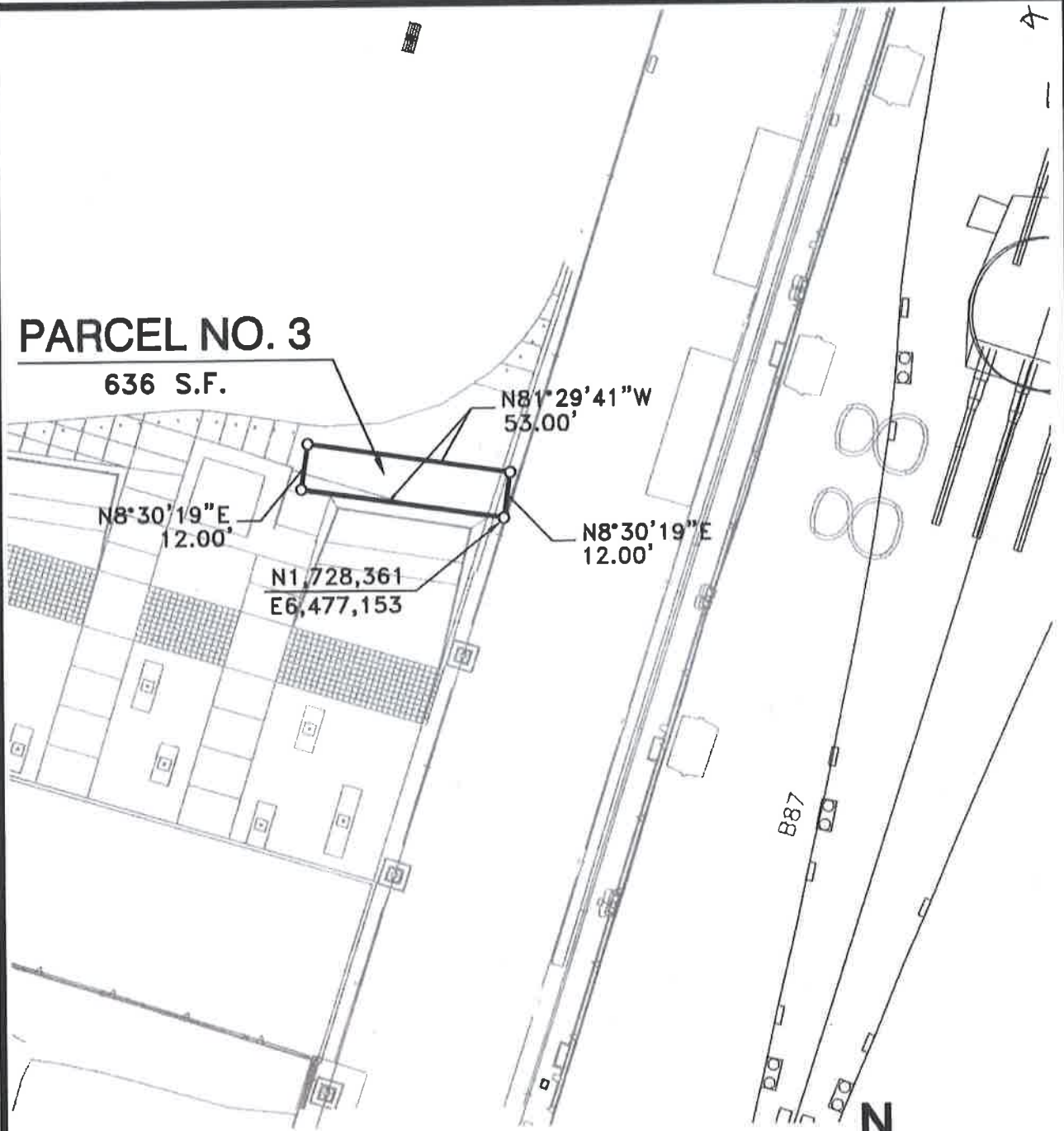


POLAPROS\_VER-1\_12/96  
S-7347.DWG

<p>SCALE: 1" = 40'</p>	<p>CHIEF OF DESIGN <i>Mark R. ...</i></p>	<p>PERMIT MAP - AUTHORITY NO. RP2017-04</p>	
<p>DRAWN: C. VENTURA</p>	<p>ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stuart L. Feike</i></p>	<p>METRO BIKE SHARE - CATALINA EXPRESS</p>	
<p>CHECKED: D. RAASCH</p>	<p>DESIGNED: C. VENTURA</p>	<p>THE PORT OF LOS ANGELES <b>ENGINEERING DIVISION</b> 438 S. FALSO VERDEN STREET SAN PEDRO CA 90731-4300</p>	
<p>ENGR/ARCH <i>Wm. R. Raasch</i></p>	<p><i>Stuart L. Feike</i> 6.1.17</p>		<p>DRAWING NUMBER <b>5-7347-2</b></p>
<p>CHIEF HARBOR ENGINEER</p>	<p>DATE</p>		

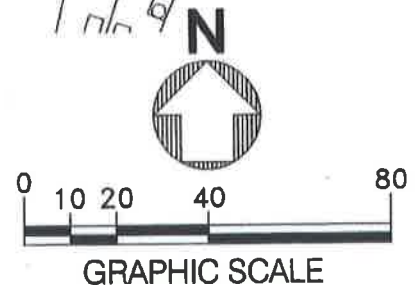
# PARCEL NO. 3

636 S.F.



**NOTE:**

- 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.
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SCALE: 1" = 40'	CHIEF OF DESIGN <i>[Signature]</i>
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>[Signature]</i>
CHECKED: D. RAASCH	<i>[Signature]</i>
DESIGNED: C. VENTURA	<i>[Signature]</i>
ENGR/ARCH <i>[Signature]</i>	DATE 6.1.17
CHIEF HARBOR ENGINEER	

PERMIT MAP - AUTHORITY NO. RP2017-04

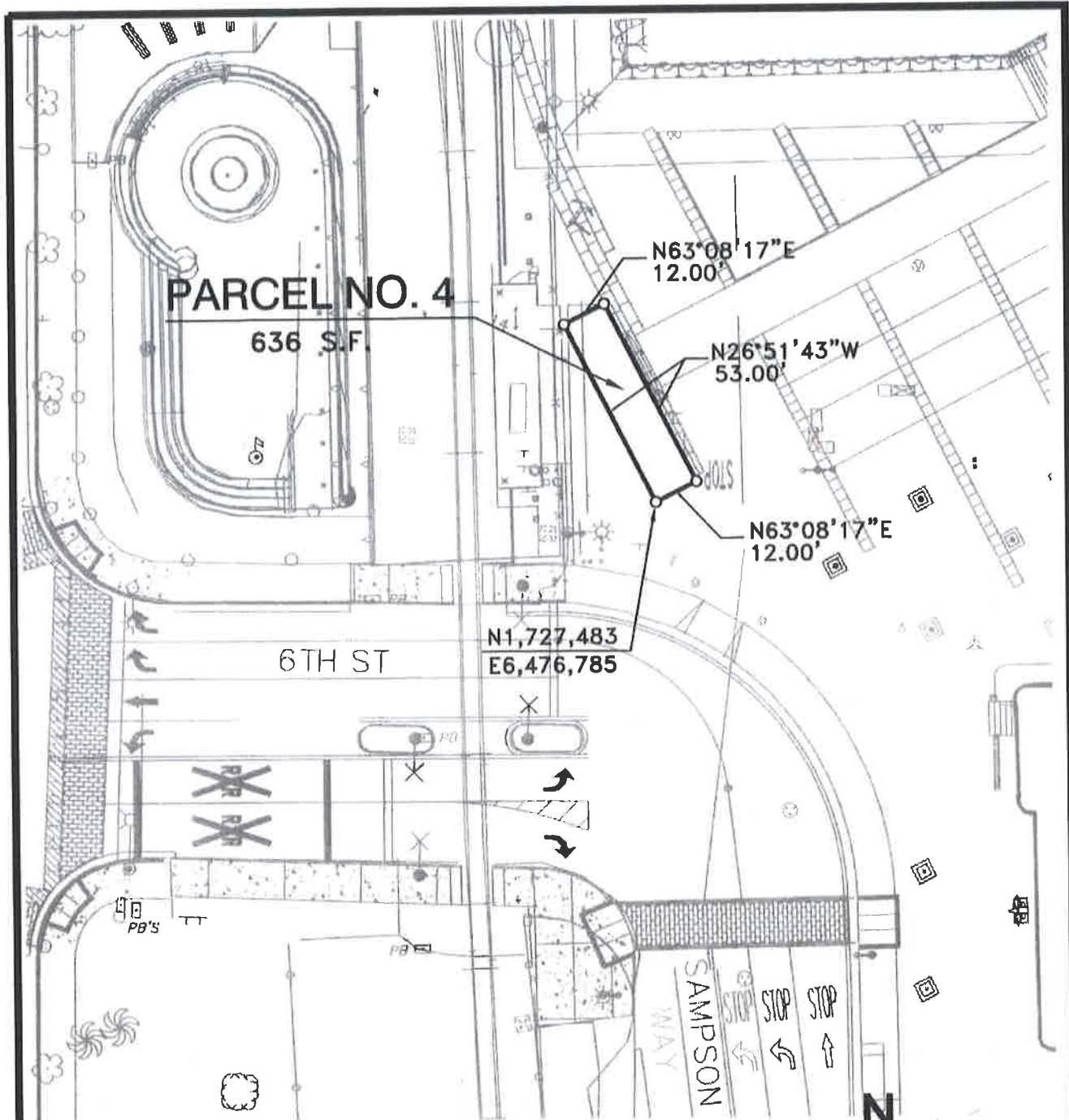
## METRO BIKE SHARE - U.S.S. IOWA

**LA**

THE PORT OF LOS ANGELES  
ENGINEERING DIVISION  
488 G. PALOS VERDES STREET SAN PEDRO CA 90731-3900

DRAWING NUMBER  
**5-7347-3**

POLAROS\_VER.1\_12/96  
5-7347.DWG



**NOTE:**

- 1) No substructures are shown on this drawing. Accurate substructure information must be obtained from lessees and L.A.H.D. engineering records.
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POLAROS\_VER.1\_12/96  
 5-7347.DWG

SCALE: 1" = 40'	CHIEF OF DESIGN <i>Mani Roush</i>
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stewart L. Frutke</i>
CHECKED: D. RAASCH	<i>Robert M. Will</i>
DESIGNED: C. VENTURA	
ENGR/ARCH <i>Randy R. Raasch</i>	DATE 6-1-17
CHIEF HARBOR ENGINEER	

PERMIT MAP - AUTHORITY NO. RP2017-04

METRO BIKE SHARE - DOWNTOWN HARBOR



THE PORT OF LOS ANGELES  
**ENGINEERING DIVISION**  
 458 S. PALMO VERDES STREET SAN PEDRO CA 90731-9000

DRAWING NUMBER

5-7347-4

**PARCEL NO. 5**  
636 S.F.

N1,722,696  
E6,476,368

N72°30'27"E  
12.00'

N17°29'33"W  
53.00'

N72°30'27"E  
12.00'

22ND STREET

**NOTE:**

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GRAPHIC SCALE

SCALE: 1" = 40'	CHIEF OF DESIGN <i>Stuart L. Frutke</i>
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stuart L. Frutke</i>
CHECKED: D. RAASCH	<i>D. Raasch</i>
DESIGNED: C. VENTURA	<i>D. Raasch</i>
ENGR/ARCH <i>Henry R. Raasch</i>	CHIEF HARBOR ENGINEER
DATE 6-1-17	

PERMIT MAP - AUTHORITY NO. RP2017-04

METRO BIKE SHARE - CRAFTED/22ND STREET PARK



THE PORT OF LOS ANGELES  
ENGINEERING DIVISION  
426 S. PALOU VERDEN STREET SAN PEDRO CA 90731-3308

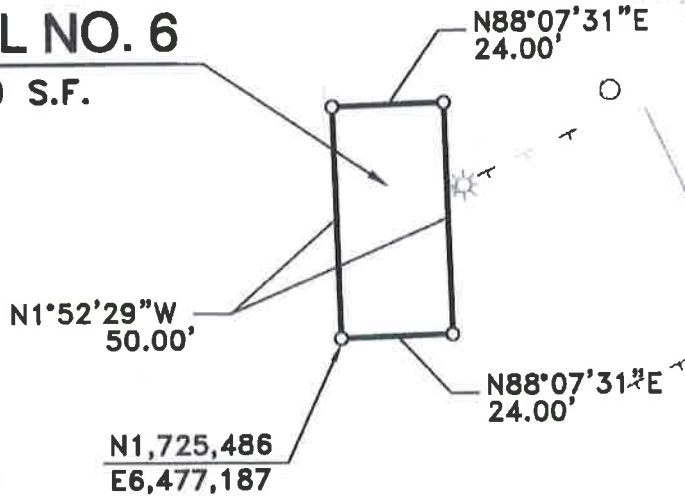
DRAWING NUMBER

5-7347-5

POIAPROCS\_VER1\_12/96  
5-7347.DWG

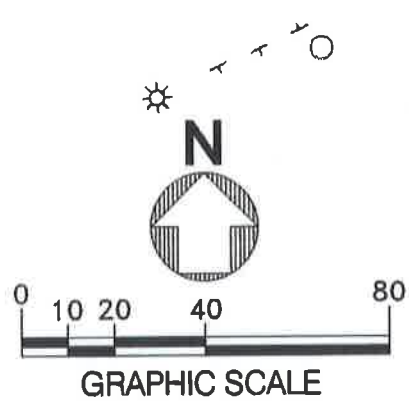
# PARCEL NO. 6

1,200 S.F.



**NOTE:**

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EQUAPROS\_VER.1\_12/96  
5-7347.DWG

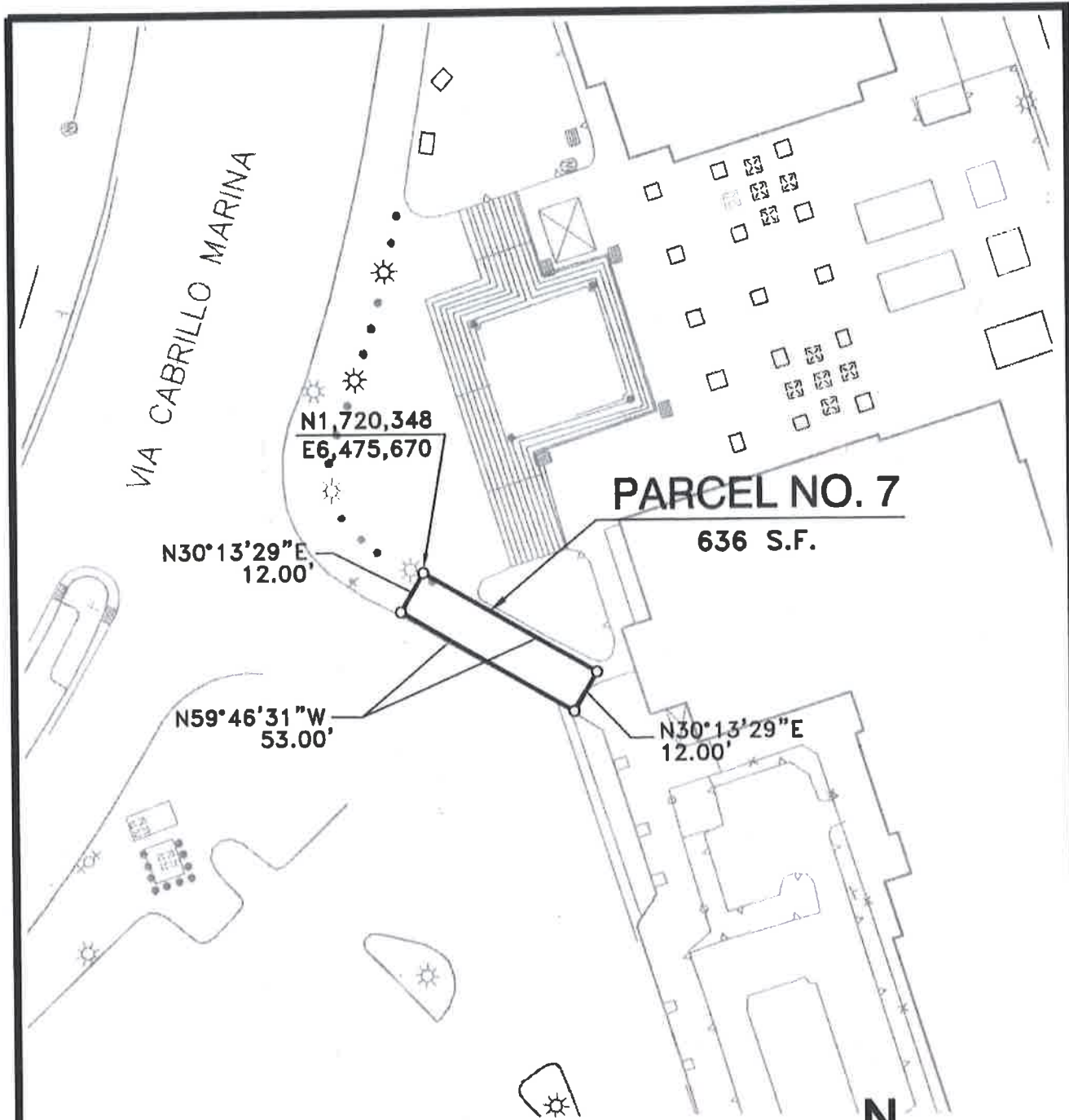
SCALE: 1" = 40'	CHIEF OF DESIGN <i>Stuart L. Frutke</i>
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stuart L. Frutke</i>
CHECKED: D. RAASCH	<i>Stuart L. Frutke</i>
DESIGNED: C. VENTURA	<i>Stuart L. Frutke</i>
ENGR/ARCH <i>Ray R. Raasch</i>	<i>Stuart L. Frutke</i>
CHIEF HARBOR ENGINEER	DATE 6.1.17

PERMIT MAP - AUTHORITY NO. RP2017-04  
METRO BIKE SHARE - PORTS O' CALL



THE PORT OF LOS ANGELES  
ENGINEERING DIVISION  
485 S. PALM VERDES STREET SAN PEDRO CA 90731-3309

DRAWING NUMBER  
5-7347-6



N1,720,348  
E6,475,670

**PARCEL NO. 7**

636 S.F.

N30°13'29"E  
12.00'

N59°46'31"W  
53.00'

N30°13'29"E  
12.00'

**NOTE:**

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- 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.



GRAPHIC SCALE

SCALE: 1" = 40'	CHIEF OF DESIGN <i>Sean Mough</i>	PERMIT MAP - AUTHORITY NO. RP2017-04	
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stuart L. Franke</i>	<b>METRO BIKE SHARE - DOUBLETREE HOTEL</b>	
CHECKED: D. RAASCH	ENGR/ARCH <i>Harold R. Raasch</i>	 <small>THE PORT OF LOS ANGELES ENGINEERING DIVISION 435 S. PALMS VERDES STREET SAN PEDRO CA 90731-2200</small>	DRAWING NUMBER <b>5-7347-7</b>
DESIGNED: C. VENTURA	CHIEF HARBOR ENGINEER <i>David M. Wild</i> DATE <b>6.1.17</b>		

POLAPROS\_VER.1\_12/96  
5-7347.DWG

SHOSHONEAN RD

N1,717,327  
E6,475,064

PARCEL NO. 8

636 S.F.

N0°00'00"E  
12.00'

N0°00'00"E  
12.00'

N90°00'00"W  
53.00'

ICV

ICV

NOTE:

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- 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.



GRAPHIC SCALE

SCALE 1" = 40'	CHIEF OF DESIGN <i>Stuart L. Fruke</i>
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stuart L. Fruke</i>
CHECKED: D. RAASCH	<i>D. Raasch</i>
DESIGNED: C. VENTURA	<i>C. Ventura</i>
ENGR/ARCH <i>Daryl R. Raasch</i>	DATE 6-1-17
CHIEF HARBOR ENGINEER	

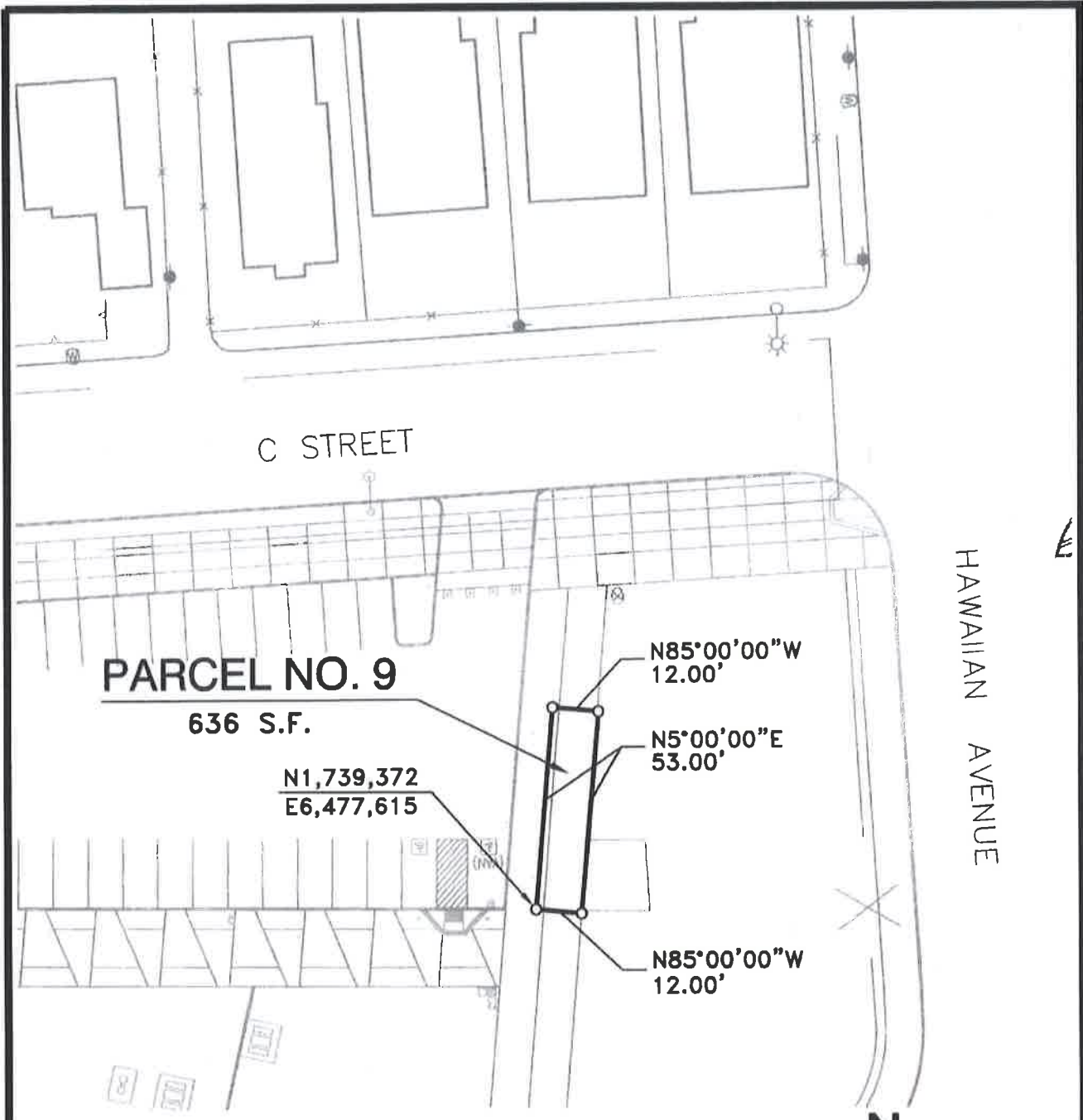
PERMIT MAP - AUTHORITY NO. RP2017-04  
METRO BIKE SHARE - CABRILLO BEACH



THE PORT OF LOS ANGELES  
ENGINEERING DIVISION  
425 S. PALMO VERDES STREET SAN PEDRO CA 90731-3300

DRAWING NUMBER  
5-7347-8

POLAROS\_VER\_1\_12/96  
5-7347.DWG



**PARCEL NO. 9**  
636 S.F.

N1,739,372  
E6,477,615

N85°00'00"W  
12.00'

N5°00'00"E  
53.00'

N85°00'00"W  
12.00'

HAWAIIAN AVENUE

**NOTE:**

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GRAPHIC SCALE

SCALE: 1" = 40'	CHIEF OF DESIGN <i>[Signature]</i>
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>[Signature]</i>
CHECKED: D. RAASCH	
DESIGNED: C. VENTURA	
ENGR/ARCH <i>[Signature]</i>	DATE 6-1-17
CHIEF HARBOR ENGINEER	

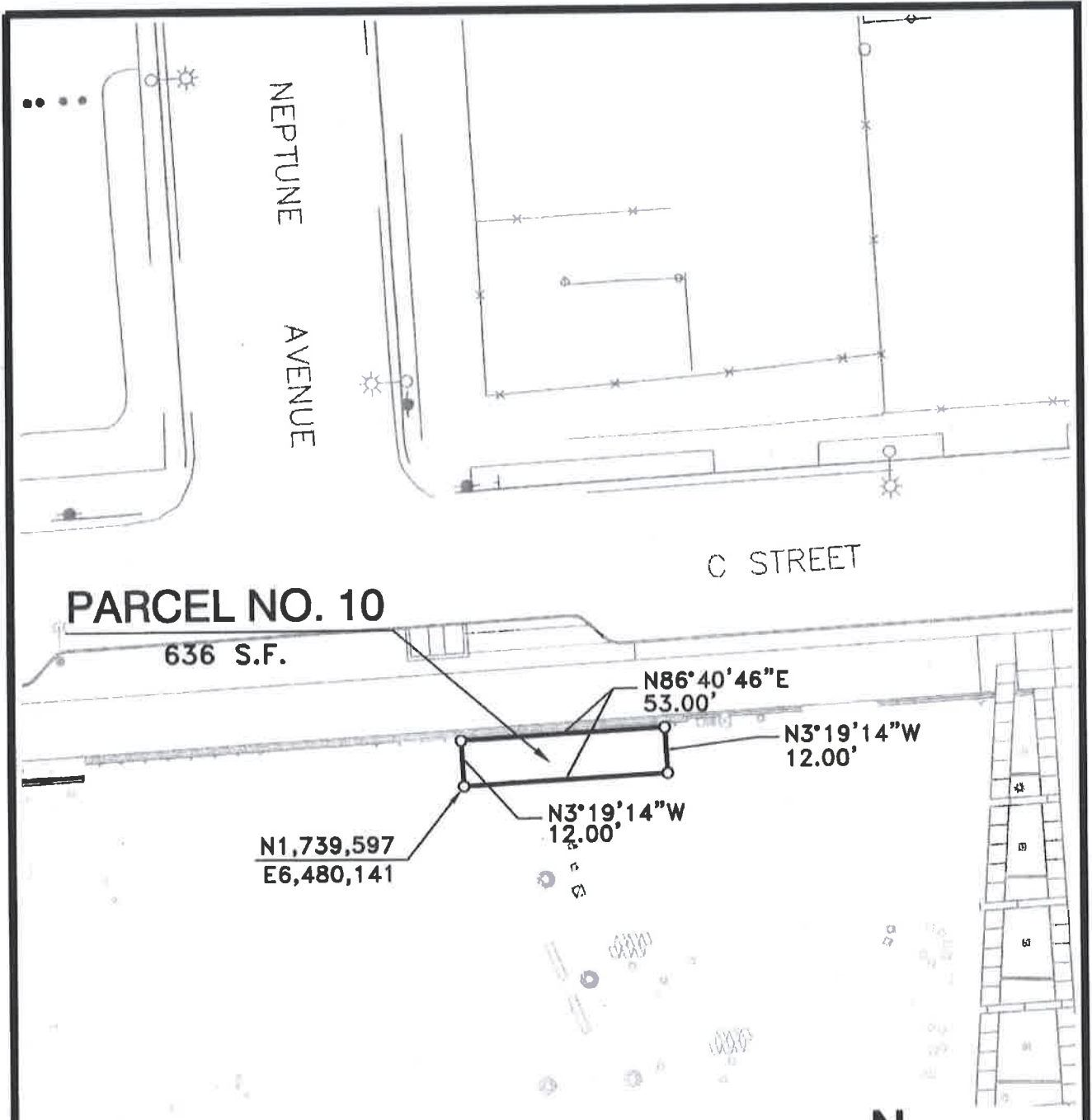
PERMIT MAP - AUTHORITY NO. RP2017-04  
METRO BIKE SHARE - WILMINGTON WATERFRONT PARK (WEST)



THE PORT OF LOS ANGELES  
ENGINEERING DIVISION  
435 S. PALMS VENEZIA STREET SAN PEDRO CA 90731-3300

DRAWING NUMBER  
**5-7347-9**

POLAPROS\_VER.1\_12/96  
5-7347.DWG



**PARCEL NO. 10**

636 S.F.

N86°40'46"E  
53.00'

N3°19'14"W  
12.00'

N1,739,597  
E6,480,141

N3°19'14"W  
12.00'

**NOTE:**

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**GRAPHIC SCALE**

SCALE: 1" = 40'	CHIEF OF DESIGN <i>Mark Rausch</i>
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stuart L. Franke</i>
CHECKED: D. RAASCH	<i>Stuart L. Franke</i>
DESIGNED: C. VENTURA	<i>Stuart L. Franke</i>
ENGR/ARCH <i>Karyl R. Reasch</i>	CHIEF HARBOR ENGINEER <i>Stuart L. Franke</i>
	DATE 6.1.17

**PERMIT MAP - AUTHORITY NO. RP2017-04**

**METRO BIKE SHARE - WILMINGTON WATERFRONT PARK (EAST)**

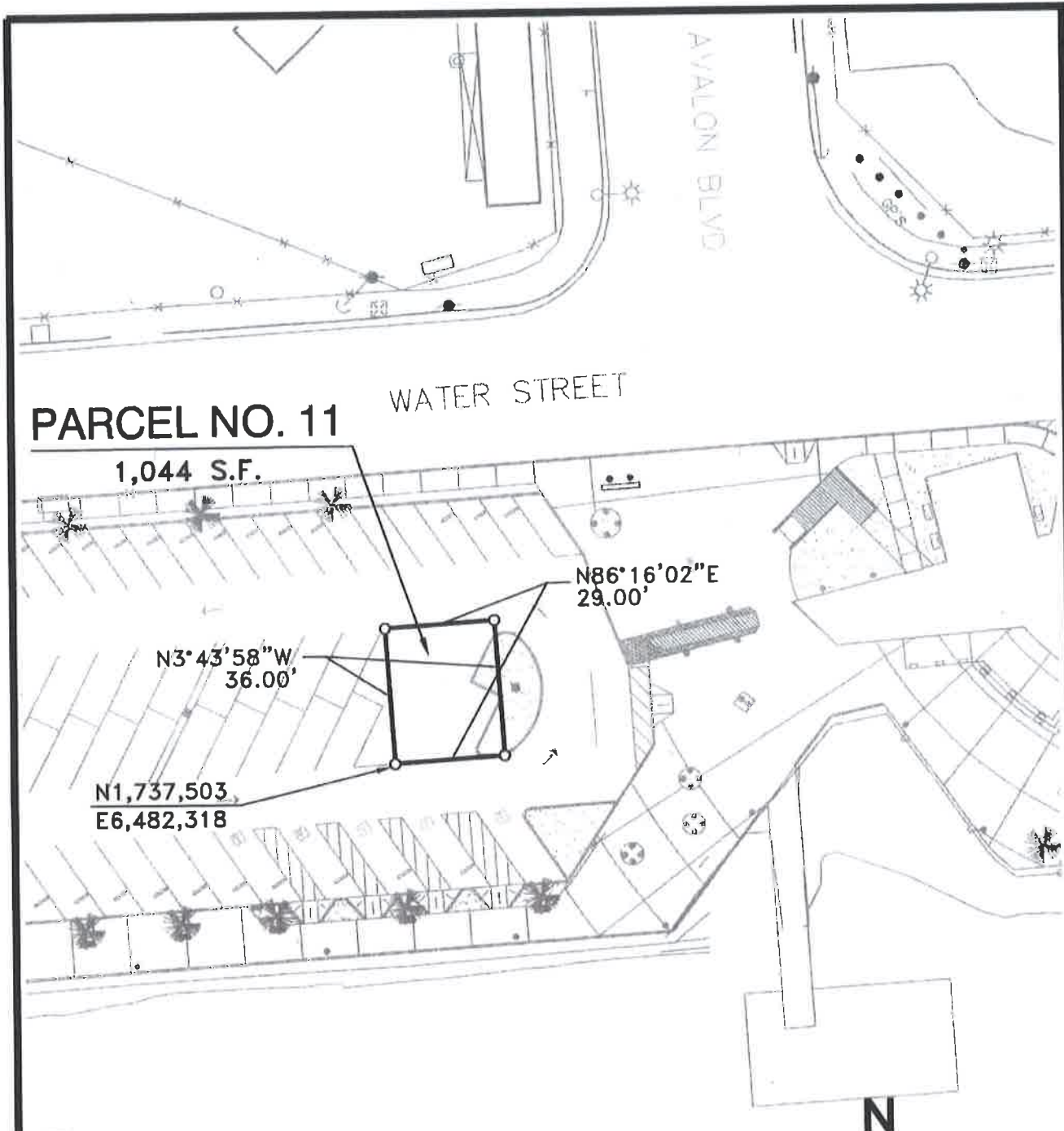


THE PORT OF LOS ANGELES  
**ENGINEERING DIVISION**  
428 S. PALMS VERDES STREET SAN PEDRO CA 90731-0300

DRAWING NUMBER

**5-7347-10**

POLAROS\_VER.1\_12/96  
5-7347.DWG



**PARCEL NO. 11** WATER STREET

1,044 S.F.

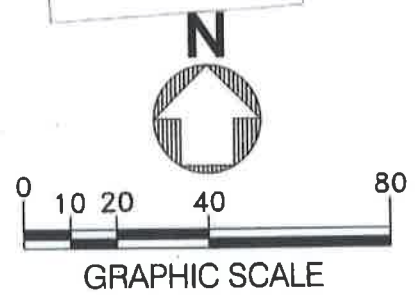
N3°43'58"W  
36.00'

N86°16'02"E  
29.00'

N1,737,503  
E6,482,318

**NOTE:**

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POLAROSEL\_VER 1\_12/96  
5-7347.DWG

SCALE: 1" = 40'	CHIEF OF DESIGN <i>man Ruff</i>
DRAWN: C. VENTURA	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Stuart L. Fricke</i>
CHECKED: D. RAASCH	<i>J. M. Will</i>
DESIGNED: C. VENTURA	DATE 6.1.17
ENGR/ARCH <i>Daryl R. Raasch</i>	CHIEF HARBOR ENGINEER

**PERMIT MAP - AUTHORITY NO. RP2017-04**

**METRO BIKE SHARE - BANNING'S LANDING**

**THE PORT OF LOS ANGELES  
ENGINEERING DIVISION**  
495 S. PALOM VERDE STREET SAN PEDRO CA 90731-3300

DRAWING NUMBER  
**5-7347-11**

## EXHIBIT B

### AFFIRMATIVE ACTION PROGRAM PROVISIONS

#### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract

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Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
  
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
  
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
  
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
  
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

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- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve
- months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

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1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

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- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

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### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

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(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

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(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

TRUCKS ENTERING AND LEAVING THE PORT MUST USE THE ROUTE SHOWN BELOW.  
CAMIONES ENTRANDO Y SALIENDO EL PORTO DEVEN DE USAR LA RUTA INDICADO ABAJO.

Ruta designado de camión de carga  
**Designated Truck Route**  
at the Port of Los Angeles

