

SCO ID: 3790-C24706000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
C24706000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

City of Los Angeles Harbor Department

2. The term of this Agreement is:

START DATE

1/1/2025, Or upon DGS OLS Approval, Whichever date is later

THROUGH END DATE

12/30/2026

3. The maximum amount of this Agreement is:

\$295,200.00 Two Hundred Ninety Five Thousand, Two Hundred Dollars and Zero Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B	Attachment 1: Cost Sheet	1
+ - Exhibit C *	General Terms and Conditions GTC 04/2017	*
+ - Exhibit D	Special Terms and Conditions	4

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Los Angeles Harbor Department

CONTRACTOR BUSINESS ADDRESS

300 East Water Street

CITY

Wilmington

STATE

CA

ZIP

90744

PRINTED NAME OF PERSON SIGNING

Eugene D. Seroka

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM AND LEGALITY

October 31, 2024  
HYDEE FELDSTAN SOTO, City Attorney

By  Deputy City Attorney

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

715 P Street, 12th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Ramona Fernandez

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

**DGS Approval not Required**

EXEMPTION (If Applicable)

**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor agrees to provide along with the Department of Parks and Recreation (DPR), Division of Boating and Waterways, training services as described herein:  
 The Contractor agrees to provide boating safety and boating law enforcement training for State and local peace officers and other first responders. The provided training classes shall be in compliance with the curriculum shared between the Division of Boating and Waterways (DBW) and the Maritime Law Enforcement Training Center (MLETC) for the Basic Maritime Officer's Course (BMOC), the Advanced Maritime Officer's Course (AMOC), the Boating Accident Investigation (BAI) course, and other courses TBD (as mutually agreed upon). This training will provide State and local peace officers with the necessary skills and knowledge to enable them to provide for the health and safety of California's recreational boaters, natural resources, and property. The Contractor agrees to provide all materials, supplies, equipment, printed training materials, staff, labor (including travel and per diem), transportation, and every other item of expense necessary to effectively present BMOC, AMOC, BAI, and other courses TBD (as mutually agreed upon), up to a maximum of (20) training courses annually. The Contractor agrees to send instructors to curriculum review sessions, meetings, and participate in instructor development as needed. The instructors will administer a midterm and final exam /instructor evaluation to assess the applied knowledge and skills learned throughout the course. Both Boating Accident Investigation exams will be administered electronically through the Boating and Waterways database. DPR is provided a Pass / Fail assessment of each student in writing. Basic Maritime Officer's Course and Advanced Maritime Officer's Course exams will be administered on physical exams.
  
2. The services shall be performed at:  
 Maritime Law Enforcement Training Center - 300 East Water Street, Wilmington, CA 90744.
  
3. The services shall be provided during:  
 A time frame mutually agreed upon by the Division of Boating Waterways and the City of Los Angeles Harbor Department. Monday - Sunday, 24 hours a day, 7 days a week due to the services that are needed, weekends are included, state and federal holidays are included.
  
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	City of Los Angeles Harbor Department
Section/Unit:	Division of Boating and Waterways	Section/Unit:	
Attention:	Joanna Andrade	Attention:	Lieutenant Nathanael Blair
Address:	715 P Street	Address:	300 East Water Street
City/State/Zip Code:	Sacramento, CA 95814	City/State/Zip Code:	Wilmington, CA 90744
Phone:	916-764-5473	Phone:	310-732-2661
Fax:		Fax:	
E-mail Address:	Joanna.andrade@parks.ca.gov	E-mail Address:	NBlair@portla.org

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Cost Sheet, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Parks and Recreation  
Boating and Waterways  
Attn: Jeffrey Koff  
715 P Street, 12th Floor  
Sacramento, CA 95814

#### **2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

#### **3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### **4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **5 Disabled Veterans Participation Goals**

- A. Upon completion of an awarded contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.
- B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). The withholding applies to all contracts with a DVBE subcontractor.
- C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

**Exhibit B, Attachment 1**  
**Cost Sheet**

**Training Sessions:**

- **Basic Maritime Officer’s Course (BMOC),**  
 Basic Maritime Officer’s Course (BMOC) to be billed at:  
 \$16,800.00 per delivery (must have at least 8 students to hold a class)
- **Advanced Maritime Officer’s Course (AMOC),**  
 Advanced Maritime Officer’s Course (AMOC) to be billed at:  
 \$9,600.00 per delivery (must have at least 8 students to hold a class)
- **Boating Accident Investigation (BAI), and**
- **Other courses as mutually agreed upon**  
 Boating Accident Investigation (BAI) to be billed at:  
 \$4,000.00 per delivery (must have at least 15 students to hold a class)

**Training Session Total per Contract Term Not to Exceed \$295,200.00**

**Cost Breakdown:**

Course	Number of Trainings in 2025	Number of Trainings in 2026	Rate Per Delivery	Total
BMOC	5	6	\$16,800.00	\$184,800.00
AMOC	4	5	\$9,600.00	\$86,400.00
BAI	3	3	\$4,000.00	\$24,000.00
				<b>\$295,200.00</b>

Itemized Item	BMOC	AMOC	BAI
Boat Fuel	\$1,800.00	\$1,500.00	\$0.00
Boat Maintenance	\$6,480.00	\$5,910.00	\$0.00
Classroom Fee	\$310.00	\$50.00	\$400.00
Coordinator Cost	\$5,600.00	\$1,100.00	\$900.00
Admin Cost	\$1,200.00	\$200.00	\$630.00
Insurance	\$1,200.00	\$800.00	\$2,000.00
Materials	\$210.00	\$40.00	\$70.00
<b>Total</b>	<b>\$16,800.00</b>	<b>\$9,600.00</b>	<b>\$4,000.00</b>

**EXHIBIT D — PUBLIC ENTITY  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Insurance Requirements**

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate(s) of Insurance and endorsements in compliance with the following requirements:

A. Policy

**The Certificate of Insurance shall:** (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage (*Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.*)

**General Liability Insurance:** Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

**Motor Vehicle Liability Insurance:** Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

**Worker's Compensation and Employer's Liability Insurance:** Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable. **Partner Agencies: Where Contractor coordinates with Partner Agencies to conduct training, Contractor shall require and verify that such agencies maintain insurance as set forth herein.**

C. Endorsements (*The following must appear on the Endorsement Page.*)

**Additional Insured:** That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

**Waiver of Subrogation:** When work is performed on State-owned or controlled property the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

**2. Disputes**

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

**3. Termination for Convenience**

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

**4. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

**5. Forced, Convict, and Indentured Labor**

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**6. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.



**7. Priority Hiring Considerations for Contracts with a Value of \$200,000**

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**8. Intellectual Property**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

**9. Contractor's Duties, Obligations and Rights**

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

**10. Generative Artificial Intelligence**

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

**EXHIBIT D — PUBLIC ENTITY**

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City of Los Angeles Harbor

Contractor's Name: Department

Agreement Number: C24706000

Page: 4 of 4

**11. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## Dorny, Deborah

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**From:** Dorny, Deborah  
**Sent:** Wednesday, October 30, 2024 5:07 PM  
**To:** Ochsner, Lisa  
**Subject:** FW: China Shipping - Meet and Confer Follow Up  
**Attachments:** VSRP\_Tariff 4 Sec 20.pdf; 2024.10.25 Meet and Confer Letter re Mitigation Status Report.docx

Here are the specific questions from Petitioners and the word version of the letter we sent to petitioners on Friday. Then let me know when you want to get on a call tomorrow morning.

**From:** Josephine Lee <JLee4@aqmd.gov>  
**Sent:** Wednesday, October 30, 2024 3:23 PM  
**To:** Diveley, Shaye <sdiveley@meyersnave.com>; amrit@meyersnave.com; ehling@blankrome.com; Thomas, Matthew J. <matthew.thomas@blankrome.com>; erica.graves@blankrome.com; joe.walsh@cwn-law.com; ellen.mcglynn@cwn-law.com; Otera, Steven <SOtera@portla.org>; Houterman, Justin <JHouterman@portla.org>; Driscoll, John <JDriscoll@portla.org>; Dorny, Deborah <DDorny@portla.org>; Ehling, Dennis M.P. <dennis.ehling@blankrome.com>  
**Cc:** Barbara Baird <BBaird@aqmd.gov>; Kathryn Roberts <KRoberts@aqmd.gov>; Prange, Jackie <jprange@nrdc.org>; Hsieh, Margaret <mhsieh@nrdc.org>; Benjamin Lempert <Benjamin.Lempert@doj.ca.gov>; Rabinowitsh, Nicholas@ARB <Nicholas.Rabinowitsh@arb.ca.gov>; Keri Platt <Keri.Platt@doj.ca.gov>; Tatiana Gaur <Tatiana.Gaur@doj.ca.gov>  
**Subject:** China Shipping - Meet and Confer Follow Up

Counsel:

To follow up on yesterday's meet and confer meeting, co-petitioners and intervenors have compiled a list of questions and outstanding issues. We hope to reach resolution on at least some of these items during tomorrow's second meet and confer in an effort to limit the remaining matters for the Friday status hearing.

### General

- The Port should remove the term "continuing" as a descriptor for compliance with ongoing measures (e.g., AMP, VSRP), and instead report whether the Port/China Shipping was in compliance or not during the relevant compliance period, and if not, the percent of compliance.

### AMP (AQ-9)

- If the Port is claiming AQ-9's exemption for non-China Shipping ships that are not AMP-capable, it should do so explicitly and provide supporting documentation for those claims in its status report, as done on page 3 of the meet and confer letter.
- The Port reported that the two bulk cargo ships that visited the terminal were "one-time deliveries." Ochsner Decl. 10.m. However, in the letter, the Port references "prior visits made by the two bulk cargo vessels." In the future, the Port should ensure that the information provided is accurate and consistent.
- We understand that the Port now claims that it should be able to rely on the exemptions in CARB's At-Berth Regulation. We disagree with that position, but we are willing to meet and confer to attempt to agree on exemption language consistent with the court's amended judgment and the 2008 EIR. We don't think it's possible to reach agreement before the status conference on Friday, so we suggest that we report to the Court that we are in discussions and are aiming to resolve the dispute by mid-December.

### VSRP (AQ-10)

- The updated VSRP compliance chart provided as Exhibit C in the Port's meet and confer letter aims to demonstrate VSRP compliance based on 6 different distances. If these are distances measured from Point Fermin, as required by the VSRP measure, are there records to confirm this?

- Also, the approach for measuring VSRP compliance in Exhibit C seems to differ from how the Port calculates compliance under the port-wide voluntary program through tariff 4, where average speed is measured at 7 points between 10 and 40nm out by the Marine Exchange. The weighted average speed is a series of calculations based on the speed and distance from each point. See attached, page 14, for the calculation formula. Is there a reason for this separate approach to measure VSPR compliance under AQ-10?
- Please provide a copy of the WBCT Terminal Tariff that includes the escalating fee schedule for VSRP noncompliance. Explain how the Tariff is sufficient to prevent non-compliance for non-repeat visit vessels.

### **Cargo-handling equipment (CHE)**

- **Exhibit F:** Petitioners and Intervenors request that the Port continue providing supporting information in the format presented in Exhibit F with the following modifications:
  - Summary spreadsheet (Ex. F, at p. 134)
    - Label columns with corresponding letter for ease of reference
    - Currently, the numbers presented in Columns D-G include CHE “operated at *both* the China Shipping and formerly Yang Ming terminals.” (Port’s M&C at p. 6 [emphasis added]). The Port should specify how many units of each make/model are in operation at just the China Shipping Terminal (Permit 999). It would be ideal if the Port could simply remove data relating to CHE at terminals other than the China Shipping Terminal, as those data are not relevant to this case.
  - Tabs (Ex. F, at pp. 135-141)
    - Label each tab with the equipment type, as done for street sweepers on p. 142.
- **Exhibit G:**
  - The purchase orders at pp. 197-249 provide detailed information, such as engine type, on the purchased equipment. (*See, e.g.*, Ex. G., at p. 197 [specifying “Tier 4 Final” engine type]). However, the purchase orders on pp. 145-196 do not include such details. In the future, please include such details in all supporting purchase orders, as this information allows verification that the purchased units meet the required technical specifications.
- **AQ-15 (yard tractors)**
  - WBCT has reported that there are 137 LPG yard tractors at the China Shipping Terminal. (Port’s M&C at p. 6.) However, the yard tractor tab shows only 124 units. (Ex. F, at pp. 137-139.) Please explain the inconsistency and provide any additional supporting data.
  - The Port has represented that 80 yard tractors were purchased for the China Shipping Terminal. (Port’s M&C at p. 7.) However, the purchase orders in Exhibit G seem to reflect the purchase of approximately 168 yard tractors; it is unclear whether some of these units will actually be operated at locations other than the China Shipping Terminal. Please explain the apparent discrepancy.
- **AQ-17 (other CHE)**
  - The Port has represented that for forklifts up to 18 tons, two units are model year 2008, and one unit is model year 2006. (Port’s M&C at p. 7.) However, the corresponding tab shows two units of model year 2005, and one unit of model year 2007. (Ex. F, at p. 136.) Please explain the inconsistency.

Sincerely,



**Josephine Lee**  
*Senior Deputy District Counsel*  
South Coast Air Quality Management District  
21865 Copley Dr. Diamond Bar, CA 91765  
(909) 396-2913 | [jlee4@aqmd.gov](mailto:jlee4@aqmd.gov)  
Pronouns: she/her