



**LOS ANGELES BOARD OF
HARBOR COMMISSIONERS**

Harbor Administration Building
425 S. Palos Verdes Street
San Pedro, California 90731

**SPECIAL MEETING AGENDA
WEDNESDAY, NOVEMBER 29, 2023 AT 10:00 AM**

Board of Harbor Commissioners

Lucille Roybal-Allard, President
Diane L. Middleton, Vice President
Michael Muñoz
Edward R. Renwick
I. Lee Williams

BOARD MEETINGS - The Board's Regular Meetings are held at 9:00 A.M. at the Harbor Administration Building Boardroom as scheduled on the Port's website at www.portoflosangeles.org. A quorum of three of five Commissioners is required to transact business and three Aye votes are required to carry a motion.

**OPPORTUNITIES FOR THE PUBLIC TO ATTEND THE MEETING
AND PROVIDE PUBLIC COMMENTS**

- Members of the public may attend the Board meeting in person at the Harbor Administration Building located at 425 S. Palos Verdes St., San Pedro, CA 90731.
- The Board meeting will also be broadcast live at <https://www.portoflosangeles.org/commission/agenda-archive-and-videos>. Live Board meetings can also be heard at: (213) 621-CITY (Metro), (818) 904-9450 (Valley), (310) 471-CITY (Westside) and (310) 547-CITY (San Pedro Area).
- In-Person Comments: Live, oral public comments will be taken in person, only, and not via teleconference. Members of the public will be given an opportunity to address the Board on (1) any item on the agendas prior to the Board's consideration of that item, including the consent and closed session agenda; and (2) subjects within the subject matter jurisdiction of the Board (general public comment). Members of the public who wish to speak should complete a speaker card indicating the agenda item number on which they will comment, or designate "general public comment." Each speaker is allowed to speak up to 3 minutes per agenda item. The Presiding Officer shall, however, exercise discretion to determine if such period of time should be reduced or extended based upon, but not limited to, such factors as the length of the agenda or substance of the agenda items, the quantity of public comment speaker cards submitted, the need for the Board to conclude its business as expeditiously as is practicable and/or the Board is at risk of losing a quorum, among other factors. Members of the public who do not complete their comments within the time allotted, can submit their full comments in writing for inclusion in the record. Upon request, non-English speakers will be granted additional speaking time for translation assistance.

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- Written comments or materials may be submitted by emailing commissioners@portla.org or brought to the meeting. If you request to distribute documents to the full Commission, please present the Board Secretary with twelve (12) copies. Otherwise, your materials will simply be added to the official meeting record. All written comments or materials submitted for this meeting will be provided to the Commissioners and entered into the official meeting minutes. Please submit your written comments prior to 3:00 pm on the day before the scheduled meeting. Requests to distribute literature to the general public attendees of the meeting shall be placed on a literature table outside the Boardroom during and until 30 minutes after the Board meeting.
- ***Para sumetir su comentario en español, se puede enviar a nuestro correo electrónico: commissioners@portla.org, un día antes de la junta, o puede llamar a nuestra Oficina de Comisionados al (310) 732-3444 para grabar su mensaje. Alguien de nuestra oficina estará disponible para traducir su comentario en inglés y entregarlo a los Comisionados del Puerto.***

ADDITIONAL INFORMATION

- Commission actions are not final until the expiration of the next five meeting days of the City Council except actions subject to appeal or review by the Council pursuant to the Charter, ordinance or other applicable law. If the Council asserts jurisdiction during this five meeting-day period, the Council has 21 calendar days thereafter in which to act on the matter.
- Please note that this agenda is subject to revision in accordance with the Brown Act. In the event the agenda is revised prior to the meeting, Port staff will post the revised agenda on the Port's web site (www.portoflosangeles.org/). Updated agendas will also be available at the meeting.
- Notice to Paid Representatives: If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.
- As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assistive listening devices, and translation services may be provided. To ensure availability, 72-hour advance notice is required.
- If you have any questions regarding meeting procedures, please contact the Harbor Commission Office prior to the meeting at (310) 732-3444.

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ORDER OF BUSINESS

OPEN SESSION

A. Roll Call

B. Approval of the Minutes

None

C. Executive Director Remarks

D. Comment from the Public on Non-Agenda Items

E. Report from the Neighborhood Council Representatives – An opportunity for Neighborhood Council representatives to provide remarks on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Harbor Commissioners.

F. Reports of the Commissioners

G. Board Committee Reports

None

H. Presentation

None

I. Level I Coastal Development Permit

None

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J. Special Order of the Day - Level II Non-Appealable Coastal Development Permit

Public Hearing

- 1(a) ISSUANCE OF A NON-APPEALABLE LEVEL II COASTAL DEVELOPMENT PERMIT (NO. 23-03) TO APM TERMINALS PACIFIC LTD. FOR THE REPLACEMENT OF THREE CONTAINER CRANES AT PIER 400

Pursuant to the California Coastal Act of 1976, as amended and the Port of Los Angeles' certified Port Master Plan, notice is hereby given to all interested persons and organizations that the Los Angeles Board of Harbor Commissioners will hold a public hearing to receive public comments prior to considering the following for a Coastal Development Permit.

Planning & Strategy

- 1(b) RESOLUTION NO. _____ - ISSUANCE OF A NON-APPEALABLE LEVEL II COASTAL DEVELOPMENT PERMIT (NO. 23-03) TO APM TERMINALS PACIFIC LTD. FOR THE REPLACEMENT OF THREE CONTAINER CRANES AT PIER 400

[Transmittal 1](#)
[Transmittal 2](#)
[Transmittal 3](#)

Summary: Staff requests approval to issue a Level II non-appealable Coastal Development Permit (CDP) No. 23-03 to APM Terminals Pacific Ltd. (APMT) for the replacement of three ship to shore (STS) container cranes at Pier 400 to support ongoing terminal operations. APMT will be financially responsible for the payment of expenses related to the removal of existing cranes and installation of new cranes.

Recommendation: Board resolve to (1) hold a public hearing for the proposed Coastal Development Permit No. 23-03, a non-appealable Level II permit; (2) find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 2(2) of the Los Angeles City CEQA Guidelines; (3) find that the proposed project conforms with the Port of Los Angeles certified Port Master Plan (PMP); (4) upon closure of the public hearing, resolve to approve the issuance of CDP No. 23-03, consistent with the project description listed on Application for Port Permit No. 230208-021, and direct the Director of Planning and Strategy to execute and issue said permit on behalf of and as the designee of the Executive Director; and (5) adopt Resolution No. _____.

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K. Board Reports of the Executive Director

Consent Items (2 – 7)

Office of the City Attorney

2. RESOLUTION NO. _____ - FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT NO. 21-9809 WITH THOMPSON COBURN LLP FOR FEDERAL CLEAN AIR ACT MATTERS

[Transmittal 1](#)

[Transmittal 2](#)

Summary: The Office of the City Attorney (Office) requests approval of the First Amendment to Agreement No. 21-9809 (First Amendment) between the City of Los Angeles Harbor Department (Harbor Department) and Thompson Coburn LLP (Thompson). The proposed First Amendment will increase the Agreement authority by \$100,000, from \$225,000 currently, to \$325,000 as proposed. The three-year Agreement term will remain unchanged; the Agreement will expire on June 25, 2024. Under Agreement No. 21-9809, Thompson performs legal services to assist the Office in its advice to the Harbor Department on Federal Clean Air Act (FCAA) legal matters. The Harbor Department will continue to be financially responsible for payment of expenses incurred under the Agreement.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) find in accordance to Charter Section 1022 that the scope of work of the proposed Agreement can be more economically and feasibly provided by an independent contractor than by City employees; (3) approve the First Amendment to Legal Services Agreement No. 21-9809 with Thompson Coburn LLP, to increase the compensation authority by \$100,000 for a maximum compensation authority of \$325,000; (4) authorize the Executive Director and Board Secretary to execute and attest to the First Amendment; and (5) adopt Resolution No. _____.

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Environmental Management

3. RESOLUTION NO. _____ - FOURTH AMENDMENT TO AGREEMENT NO. 12-3049 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE CITY OF LONG BEACH HARBOR DEPARTMENT TO HOST AND MAINTAIN THE PORTS' DRAYAGE TRUCK REGISTRY

Transmittal 1

Summary: Staff requests approval of the proposed Fourth Amendment to Agreement No. 12-3049 (Agreement) between the City of Los Angeles Harbor Department (Harbor Department) and the City of Long Beach Harbor Department (LBHD) (collectively Ports) to host and maintain the Ports' Drayage Truck Registry (PDTR). The proposed Fourth Amendment will extend the term of the Agreement three years to December 31, 2026. Compensation authority will remain at \$450,190, and no additional funding will be added to the Agreement. The Harbor Department will continue to be financially responsible for the payment of expenses incurred under this Agreement.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) accept and approve the proposed Fourth Amendment to extend the term of Agreement No. 12-3049 between the City of Los Angeles Harbor Department and the City of Long Beach Harbor Department through December 31, 2026; (3) authorize the Executive Director to execute and the Board Secretary to attest to said Amendment for and on behalf of the Board; and (4) adopt Resolution No. _____.

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Waterfront & Commercial Real Estate

4. RESOLUTION NO. _____ - APPROVE REVOCABLE LICENSE NO. 2023-11
WITH LOS ANGELES MARITIME INSTITUTE

[Transmittal 1](#)

[Transmittal 2](#)

Summary: Staff requests approval of Revocable License No. 2023-11 (License) with the Los Angeles Maritime Institute (LAMI) to allow temporary use of Berth 85 for the berthing and docking of brigantine vessels and to load and unload passengers on a non-exclusive first come basis as available. Berth 85 consists of 65,620 square feet of water and dock space. The proposed License is subject to cancellation by the City of Los Angeles Harbor Department (Harbor Department) or licensee upon 90 days' written notice. LAMI, a California non-profit corporation, operates the TopSail Youth Program for middle and high school students, including at-risk youth, on maritime education and hands-on tall ships sailing within the Port of Los Angeles (Port). The program has been in operation at the Port since 1992. Curriculum focuses on the Port, the maritime industry, communication, teamwork, and instills responsibility, leadership, and self-esteem by providing character-building experiences. Currently under Revocable Permit 2017-006, LAMI is using Downtown Harbor Cut Slips 1 and 2 for passenger sailing. Given the significant benefits received by the Harbor Department from the services provided by LAMI, staff requests waiving the monthly compensation. LAMI will be financially responsible for all other costs, including but not limited to utilities, equipment, labor, Port Police security, site repair and maintenance.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guidelines; (2) find that the proposed action is in the best interest of the City of Los Angeles Harbor Department based on the value of services delivered to the community, and the compensation that would be due and owed imposes an understandable hardship; (3) approve Revocable License No. 2023-11 with Los Angeles Maritime Institute; (4) authorize the Executive Director to execute and the Board Secretary to attest to Revocable License No. 2023-11; and (5) adopt Resolution No. _____.

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Waterfront & Commercial Real Estate

5. RESOLUTION NO. _____ - APPROVE REVOCABLE LICENSE NO. 2023-12
WITH LOS ANGELES MARITIME INSTITUTE

[Transmittal 1](#)

[Transmittal 2](#)

Summary: Staff requests approval of Revocable License No. 2023-12 (License) with the Los Angeles Maritime Institute (LAMI) to allow temporary use of Berth 73 for the berthing and docking of brigantine vessels as well as small-scale maintenance activities for the brigantine vessels on a non-exclusive basis. Berth 73 consists of 36,570 square feet of water and dock space. The proposed License is subject to cancellation by the City of Los Angeles Harbor Department (Harbor Department) or licensee upon 90 days' written notice. This License is expected to be terminated in the next 12-18 months upon delivery of the property to the San Pedro Public Market otherwise known as West Harbor. LAMI, a California non-profit corporation, operates the TopSail Youth Program for middle and high school students, including at-risk youth, on maritime education and hands-on tall ships sailing within the Port of Los Angeles (Port). The program has been in operation at the Port since 1992. Curriculum focuses on the Port, the maritime industry, communication, teamwork, and instills responsibility, leadership, and self-esteem by providing character-building experiences. Currently under Revocable Permit 2017-006, LAMI is using Downtown Harbor Cut Slips 1 and 2 for passenger sailing. Given the significant benefits received by the Harbor Department from the services provided by LAMI, staff requests waiving the monthly compensation. LAMI will be financially responsible for all other costs, including but not limited to utilities, equipment, labor, security, site repair and maintenance.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guidelines; (2) find that the proposed action is in the best interest of the City of Los Angeles Harbor Department based on the value of services delivered to the, and the compensation that would be due and owed imposes an understandable hardship; (3) approve proposed Revocable License No. 2023-12 with Los Angeles Maritime Institute; (4) authorize the Executive Director to execute and the Board Secretary to attest to Revocable License No. 2023-12; and (5) adopt Resolution No. _____.

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Waterfront & Commercial Real Estate

6. RESOLUTION NO. _____ - APPROVAL OF REVOCABLE LICENSE NO.
2023-10 WITH HARBOR BREEZE CORPORATION

[Transmittal 1](#)

[Transmittal 2](#)

Summary: Staff requests approval of the proposed Revocable License No. 2023-10 (License) with Harbor Breeze Corp. (Harbor Breeze) to use and occupy 65,620 square feet of property at Berth 85 in San Pedro. Harbor Breeze will use the site for commercial charter vessel passenger operations, which includes tours on behalf of the City of Los Angeles Harbor Department (Harbor Department) and those not sponsored by the Harbor Department. Premises shall be used on a non-exclusive basis for the berthing and docking of prescheduled tour group s. The proposed License is subject to cancellation by the Harbor Department or Harbor Breeze upon 90 days' written notice. Under the proposed License, Harbor Breeze will be required to pay compensation to the Harbor Department based on seven percent of gross receipts for all activities except dinner cruises, which will be charged five percent.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guide; (2) approve proposed Revocable License No. 2023-10 with Harbor Breeze Corp.; (3) authorize the Executive Director to execute and the Board Secretary to attest to the Revocable License No. 2023-10; and (4) adopt Resolution No. _____.

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Waterfront & Commercial Real Estate

7. RESOLUTION NO. _____ - APPROVAL OF REVOCABLE LICENSE NO. 2023-09 WITH ODYSSEY YACHT CHARTER, LLC

[Transmittal 1](#)
[Transmittal 2](#)

Summary: Staff requests approval of the proposed Revocable License No. 2023-09 (License) with Odyssey Yacht Charter LLC (Odyssey Yacht) to use and occupy 4,440 square feet of property at Berth 84 in San Pedro for commercial charter vessel passenger operations. Premises shall be used on a non-exclusive basis and serve prescheduled tour groups. The proposed License is subject to cancellation by the City of Los Angeles Harbor Department (Harbor Department) or Odyssey Yacht upon 90 days' written notice. Under the proposed License, compensation would be equivalent to seven percent of gross receipts.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guidelines; (2) approve Revocable License No. 2023-09 with Odyssey Yacht Charter LLC; (3) authorize the Executive Director to execute and the Board Secretary to attest to Revocable License No. 2023-09; and (4) adopt Resolution No. _____.

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Regular Items (8 – 12)

Community Relations

8. RESOLUTION NO. _____ - COMMUNITY INVESTMENT GRANTS FOR INTERNATIONAL TRADE EDUCATION PROGRAMS, INC. DBA EXP AND LOS ANGELES MARITIME INSTITUTE

[Transmittal 1](#)

[Transmittal 2](#)

[Transmittal 3](#)

[Transmittal 4](#)

Summary: Staff requests approval of the proposed agreements between the City of Los Angeles Harbor Department (Harbor Department) and International Trade Education Programs, Inc. dba EXP (EXP) and Los Angeles Maritime Institute (LAMI) for Community Investment Grants supporting their educational programs (Agreements). EXP and LAMI were selected through the Community Investment Grant Program process. The proposed Agreements are for two years in the amounts of: 1) EXP - \$346,150 per year for a total of \$692,300; 2) LAMI - \$290,000 per year for a total of \$580,000. The combined two-year total for both Agreements is \$1,272,300. The Harbor Department is financially responsible for funding the proposed Agreements.

Recommendation: Board Resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) find that the proposed Community Investment Grants are consistent with the criteria of the Board-approved Sponsorship/Hosting Policy (March 2010); (3) approve the proposed Agreement with EXP for a term of two years and a total not-to-exceed amount of \$692,300; (4) approve the proposed Agreement with LAMI for a term of two years and a total not-to-exceed amount of \$580,000; (5) authorize the Executive Director and the Board Secretary to execute and attest to the proposed Agreements with EXP and LAMI; and (6) adopt Resolution No. _____.

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Construction

9. RESOLUTION NO. _____ - AWARD AND APPROVAL OF CONSTRUCTION CONTRACT. CONTRACTOR: SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC. STATE ROUTE 47(SR-47)/VINCENT THOMAS BRIDGE AND FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION. SPECIFICATION NO. 2816

[Transmittal 1](#)

[Transmittal 2](#)

[Transmittal 3](#)

Summary: Staff requests approval of an award of a contract (Contract) to Skanska USA Civil West California District Inc. (Skanska) to construct the State Route 47 (SR-47)/Vincent Thomas Bridge (VTB) and Front Street/Harbor Boulevard Interchange Reconfiguration project (Project). The Project will modify the existing on and off ramps of the SR-47/VTB and Front Street/Harbor Boulevard interchange to improve safety, access, and efficient operation in and around the Port of Los Angeles complex. The lowest responsive and responsible bidder is Skanska, located at 1995 Agua Mansa Road, Riverside California. The Contract amount of \$90,988,550, plus a 10% contingency, is \$100,087,405, and the Contract duration is 990 calendar days. Certain expenses up to \$65,783,000, incurred under the proposed Contract are eligible for reimbursement under the following grants: the California Senate Bill 1 Trade Corridor Enhancement Program; the United States Department of Transportation Maritime Administration; and the Los Angeles County Metropolitan Transit Authority. Payment of expenses incurred under the proposed Contract will be the financial responsibility of the City of Los Angeles Harbor Department (Harbor Department).

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action has been previously evaluated pursuant to the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(i) of the Los Angeles City CEQA Guidelines; (2) find that, in accordance with the Los Angeles City Charter Section 1022, work under the subject Contract can be performed more feasibly by an independent contractor rather than by City employees; (3) award and approve Specification No. 2816 for Item Nos. 1 through 55 of the Bid Proposal Line Items to Skanska for a total amount of \$100,087,405 including a 10% contingency, and a total term of 990 calendar days; (4) authorize the Executive Director to execute and the Board Secretary to attest to this Contract for and on behalf of the Board; (5) delegate and authorize the Executive Director to adjust the final bid quantities and accept the construction Contract upon its completion in accordance with City Charter Section 655 (g); and (6) adopt Resolution No. _____.

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Environmental Management

10. RESOLUTION NO. _____ - APPROVAL OF A COST SHARE AGREEMENT BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE PORT OF LONG BEACH TO FUND A TECHNOLOGY ADVANCEMENT PROGRAM PROJECT WITH PACIFIC HARBOR LINE, INC.

[Transmittal 1](#)

[Transmittal 2](#)

Summary: Staff requests approval of the proposed Cost Share Agreement between the City of Los Angeles Harbor Department (Harbor Department) and the Port of Long Beach (POLB) to fund a Clean Air Action Plan (CAAP) Technology Advancement Program (TAP) project with Pacific Harbor Line, Inc. (PHL) to design and demonstrate battery-electric locomotive (BEL) charging infrastructure for the “EMDX 50” zero-emission (ZE) switcher locomotive Project (Project). The total cost of the Project is \$4,751,904. TAP funding in the amount of \$845,390 will be split equally between the Harbor Department and POLB. The PHL project team will pay the remaining amount. As lead agency, POLB has already entered into an agreement with PHL to implement the Project. If the proposed Agreement is approved, then the Harbor Department would be financially responsible for \$422,695, or 50% of the TAP cost share of the Project.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 6 of the Los Angeles City CEQA Guidelines; (2) approve the Cost Share Agreement between the City of Los Angeles Harbor Department and the Port of Long Beach for the reimbursement of \$422,695; (3) authorize the Executive Director to execute and Board Secretary to attest to said agreement for and on behalf of the Board of Harbor Commissioners; and (4) adopt Resolution No. _____.

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Executive Office

11. RESOLUTION NO. _____ - APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE BY THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY OF ONE OR MORE SERIES OF ITS ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY SENIOR LIEN REVENUE REFUNDING BONDS AND/OR SUBORDINATE LIEN REVENUE REFUNDING BONDS AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY TO ASSIST THE AUTHORITY IN THE ISSUANCE OF SUCH REFUNDING BONDS AND MAKING A DETERMINATION RELATING THERETO

[Transmittal 1](#)

[Transmittal 2](#)

[Transmittal 3](#)

[Transmittal 4](#)

Summary: Staff requests approval of certain documents related to the proposed issuance of the Alameda Corridor Transportation Authority (ACTA) Senior Lien Revenue Refunding Bonds and/or Subordinate Lien Revenue Refunding Bonds (2024 ACTA Bonds) including certain disclosures required from the Port of Los Angeles. Given the Port of Los Angeles' role as a partial guarantor of ACTA's debt along with the Port of Long Beach, it must provide certain financial and operating disclosures to the bond market for any ACTA bond transaction both at the time of the initial offering and for as long as the bonds remain outstanding. ACTA is projecting that future revenues will be insufficient to cover debt service payments starting in Fiscal Year (FY) 2026 through 2037, and that shortfall advance payments would be required from the two ports to help make up the difference. The proposed transaction is expected to reduce the amount of debt service during this time period, thereby reducing the need for shortfall advance payments from the ports. Bond market conditions at the time of the transaction will determine the level of debt service savings that will be achieved.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) authorize the execution and delivery of the Continuing Disclosure Certificate, the Letter of Representation, and other related documents and certificates in connection with the issuance and sale of the 2024 ACTA Bonds; (3) authorize the City of Los Angeles Harbor Department's Executive Director or Chief Financial Officer, each of them acting individually, to comply with the terms and intent of the Board's Resolution, to assist ACTA in the issuance of the 2024 ACTA Bonds, to execute and deliver any documents or instruments related thereto and to take such other actions as may be deemed necessary or desirable in order to carry out the purposes of the Board's Resolution subject to: (i) approval of the issuance of the 2024 ACTA Bonds by ACTA; and (ii) the conditions set forth in the Resolution; (4) approve

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certain disclosures relating to the finances and operations of the Harbor Department to be contained in the Preliminary Official Statement and the Official Statement for the 2024 ACTA Bonds including the Audited Financial Statements of the Harbor Department, with such changes thereto as the Executive Director or the Chief Financial Officer may require or approve; and (5) adopt Resolution No._____.

Engineering

12. RESOLUTION NO. _____ - APPROVAL AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR THE ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS MOVEMENT TRAINING FACILITY

[Transmittal 1](#)

[Transmittal 2](#)

Summary: Staff requests approval of an agreement (Agreement) with AECOM Technical Services, Inc. (AECOM), to provide professional engineering and architectural services for the Port of Los Angeles and Port of Long Beach Goods Movement Training Facility (Training Facility) project. The Agreement has a contract term of three years, with a not-to-exceed amount of \$9,777,141. The Harbor Department will be financially responsible for the payment of expenses incurred under the proposed Agreement.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) approve a personal services agreement with AECOM, Technical Services, Inc. for engineering and architectural services for the Training Facility project with a not-to-exceed amount of \$9,777,141 and a term of three years; (3) authorize the Executive Director to execute and the Board Secretary to attest to said Agreement for and on behalf of the Board; and (4) adopt Resolution No._____.

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L. Closed Session

1. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION

(Subdivision (d)(2) of Government Code Section 54956.9)

Significant exposure to litigation pursuant to subdivision (d)(2) of Section 54956.9: (one case)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to proposed Permits 958 and 959 with Pasha Stevedoring & Terminals LP

Property: Berths 174-181, Wilmington
Berths 206-209, Terminal Island

City Negotiator: Marisa Katnich

Tenant Negotiator: Jay Bowden

Negotiating Parties: City and Pasha Stevedoring & Terminals LP

Under Negotiation: Price and Terms

M. Adjournment

**1(b) RESOLUTION NO. _____ - ISSUANCE OF A
NON-APPEALABLE LEVEL II COASTAL DEVELOPMENT
PERMIT (NO. 23-03) TO APM TERMINALS PACIFIC LTD.
FOR THE REPLACEMENT OF THREE CONTAINER
CRANES AT PIER 400**

DATE: NOVEMBER 21, 2023

FROM: PLANNING AND STRATEGY

SUBJECT: RESOLUTION NO. _____ – ISSUANCE OF A NON-APPEALABLE LEVEL II COASTAL DEVELOPMENT PERMIT (NO. 23-03) TO APM TERMINALS PACIFIC LTD. FOR THE REPLACEMENT OF THREE CONTAINER CRANES AT PIER 400

SUMMARY:

Staff requests approval to issue a Level II non-appealable Coastal Development Permit (CDP) No. 23-03 to APM Terminals Pacific Ltd. (APMT) for the replacement of three ship to shore (STS) container cranes at Pier 400 to support ongoing terminal operations. APMT will be financially responsible for the payment of expenses related to the removal of existing cranes and installation of new cranes.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Hold a public hearing for the proposed Coastal Development Permit No. 23-03, a non-appealable Level II permit;
2. Find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 2(2) of the Los Angeles City CEQA Guidelines;
3. Find that the proposed project conforms with the Port of Los Angeles certified Port Master Plan (PMP);
4. Upon closure of the public hearing, resolve to approve the issuance of CDP No. 23-03, consistent with the project description listed on Application for Port Permit No. 230208-021, and direct the Director of Planning and Strategy to execute and issue said permit on behalf of and as the designee of the Executive Director; and
5. Adopt Resolution No. _____.

**SUBJECT: NON-APPEALABLE LEVEL II CDP NO. 23-03 TO APMT PIER 400
CRANE PROJECT**

DISCUSSION:

Project Background/Context – Permit No. 827 grants APMT the use of approximately 512 acres of land, berths, and facilities for container terminal and ancillary operations. Permit No. 827 and the Supplemental Environmental Impact Report (SEIR) for the Pier 400 Container Terminal and Transportation Corridor Project were approved by the Board on October 5, 1999. Pier 400 opened with 10 cranes, and has added an additional 9 cranes since opening, which brings the total to 19 cranes. APMT is now proposing to remove three of its existing older container cranes and replace them with three new cranes. The total number of STS cranes at Pier 400 would remain 19. The replacement cranes are needed to yield the typical maximum number of cranes that could be deployed without being impeded by any structures on the vessel.

Project Description – The proposed project includes the delivery of three new STS cranes manufactured by Shanghai Zhenhua Heavy Industries Company Limited at Pier 400 (Transmittal 1). The three older cranes would be removed and replaced with three new cranes. The new STS cranes would be approximately 292 feet tall with the boom down. While this is approximately 40 feet taller than the older cranes being replaced, it is the same height as the current cranes. No demolition activities would occur on site, nor would any diking, filling, or dredging of any water areas occur.

Coastal Development Permit Requirements – The proposed project is a Level II non-appealable project in accordance with Section 6.4 of the PMP. A Level II permit is required for projects that involve significant resources; cause major changes in land and/or water use and in the density or intensity of the use; have the potential of creating significant environmental impacts that can or cannot be mitigated; or are appealable. The proposed project is a Level II CDP because the proposed project replaces three STS cranes which involves significant resources as outlined in Section 6.4.3 of the PMP (Transmittal 2).

Procedurally, a Level II non-appealable CDP requires a public hearing that is publicized at least fifteen calendar days prior to the scheduled date of the hearing. A public notice for the proposed development was published on November 14, 2023 (Transmittal 3).

The Director of Planning and Strategy has determined that the proposed project is consistent with the PMP and the Chapter 8 policies of the California Coastal Act of 1976 (Coastal Act). Located in Planning Area 3 of the PMP, this container crane STS project is consistent with its Container land use designation. The proposed project is consistent with Sections 30701 of the Coastal Act and Policy 1.3 of the PMP, which encourages the modernization of the Port and construction of necessary facilities within the boundaries of the Port in order to minimize future dredging and filling to create new ports in new areas of the state. The proposed project is consistent with Section 30708 of the Coastal Act and Policy 2.1 of the PMP on the location, design, and construction of development in order to 1) minimize substantial adverse impacts, 2) minimize potential traffic conflicts between vessels, and 3) prioritize the use of existing land use for the port purpose of shipping industries.

SUBJECT: NON-APPEALABLE LEVEL II CDP NO. 23-03 TO APMT PIER 400 CRANE PROJECT

Review and Consideration of the Proposed Project – Section 6.7.3 of the PMP provides that all decisions of the Board shall be accompanied by written conclusions about the consistency of the application with the PMP and the Coastal Act, and findings of fact and reasoning supporting the decision. Approval of an application shall be accompanied by specific findings of fact supporting the following legal conclusions: (a) that the development is in conformity with the PMP; and (b) that either the development will have no significant adverse environmental impacts, or there are no feasible alternatives or mitigation measures as provided in CEQA which would substantially lessen any significant adverse impact that the development as finally proposed may have on the environment.¹ Such findings are recommended in this Report, and if adopted through a Board resolution, are intended to effectuate compliance with the foregoing requirements.

Alternatively, should the Board in its discretion not elect to approve the proposed CDP it has the ability to make findings in connection with that action and in regard to conformity with the PMP, the Coastal Act, and/or CEQA.

It also should be noted that, while the PMP provides that “Board action on Level II Coastal Development Permits shall be decided by majority vote of those members present. Board members may vote “yes” or “no,” or may abstain from voting. An abstention shall not be deemed a “yes” vote,” the Los Angeles Administrative Code (LAAC) Division 21 - Departments & Commissions, Section 21.19 requires Commissioners who are present to vote with a “yes” or “no” vote without abstentions. If there is non-vote or an abstention by a Commissioner present when the question is put to the Board, the LAAC requires the record to reflect it as a “yes” vote. In connection with this item, the LAAC, not the PMP, will be followed on the subject of abstentions.

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of the Non-Appealable Level II CDP No. 23-03 to APMT Pier 400 Crane Project, which is an activity for the replacement of an industrial structure with a new structure of substantially the same size and purpose. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with Article III Class 2(2) of the Los Angeles City CEQA Guidelines.

¹ The PMP also provides that, if feasible mitigation measures are not available, the Board can adopt a statement of overriding considerations, and that where the Board has placed conditions on a project, the impacts of which the previous CEQA analysis did not account for, the matter shall be deferred until the conditions of CEQA and other applicable laws have been met.

SUBJECT: NON-APPEALABLE LEVEL II CDP NO. 23-03 TO APMT PIER 400 CRANE PROJECT

FINANCIAL IMPACT:

Approval of the proposed CDP has no direct financial impact to The City of Los Angeles Harbor Department. Acquisition, installation, as well as ongoing annual operating, and maintenance costs associated with the cranes would be borne by APMT.

CITY ATTORNEY:

The City Attorney has reviewed this Report and has determined that it satisfies the requirements of Section 6.6 of the PMP.

TRANSMITTALS:

- 1. Site Location Map
- 2. CDP No. 23-03
- 3. Public Notice

FIS Approval: MB
 CA Approval: SO

Michael Keenan

MICHAEL KEENAN
Director of Planning and Strategy

Michael DiBernardo

MICHAEL DiBERNARDO
Deputy Executive Director

APPROVED:

Marla Bleavins For

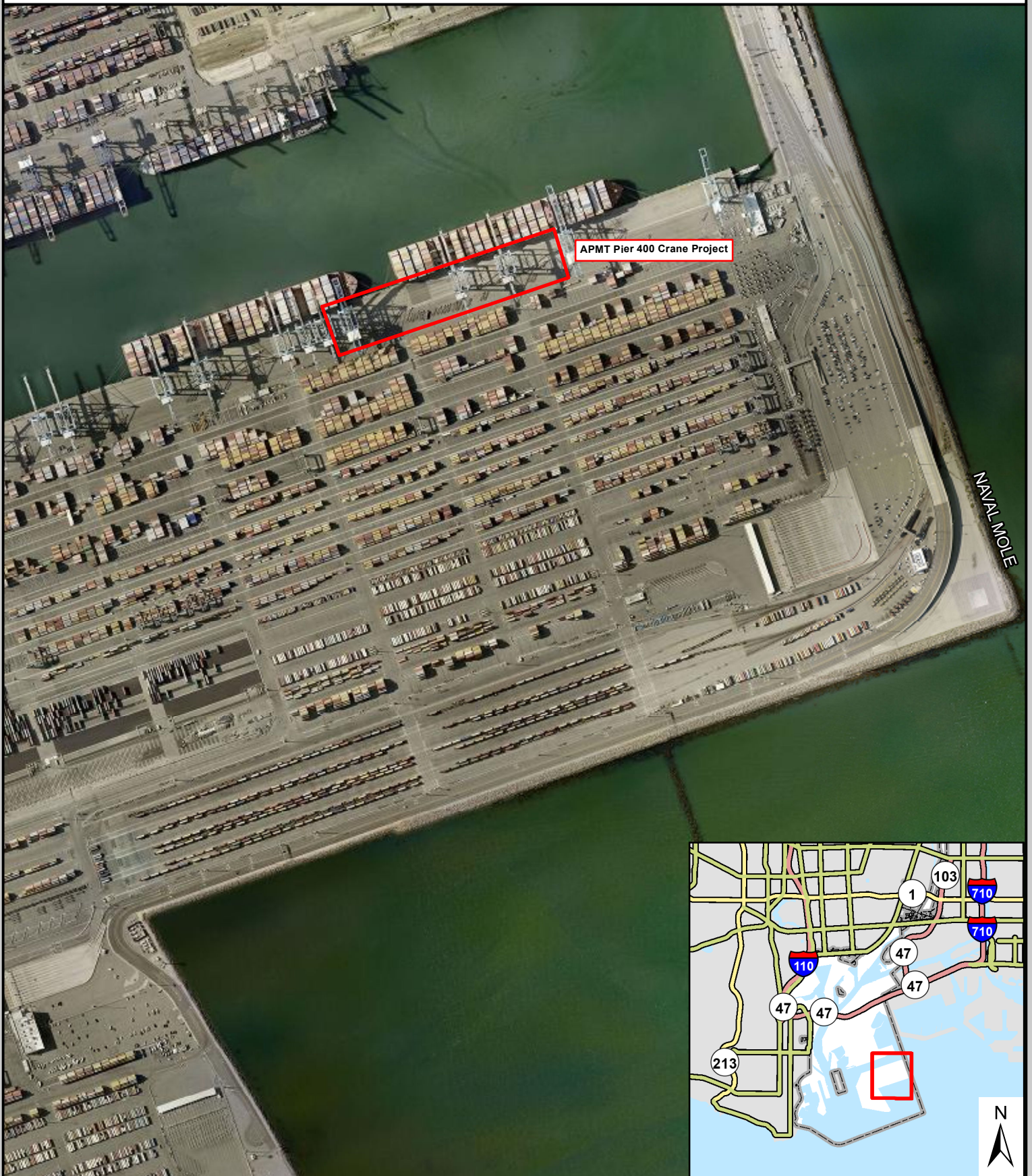
EUGENE D. SEROKA
Executive Director

Author: D. Jordan

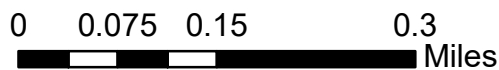
APP No. 230208-021

Transmittal 1

CDP 23-03 APMT Pier 400 Crane Project



Transmittal 1



Harbor Department
Planning & Strategy Division
Map Produced August 2023



Transmittal 2

November 7, 2023

COASTAL DEVELOPMENT PERMIT

1. Coastal Development Permit Number: **23-03**
2. Name/Address of Permittee: **APM Terminals Pacific, Ltd.
2500 Navy Way
San Pedro, CA, 90731**

3. Permit Type: **Level II**
- Non-appealable X Appealable Emergency

4. Development Location: **Berths 401-406**

5. Development Description:

CDP No. 23-03 allows APM Terminals Pacific Ltd. to replace three ship-to-shore cranes at Pier 400 as outlined in APP No. 230208-021.

6. The Executive Director has found that:

The proposed development conforms to the certified Port of Los Angeles Master Plan, as amended, and the California Coastal Act of 1976, as amended.

The proposed development is consistent with the project description listed on the Application for Port Permit No. 230208-021.

The proposed development complies with the requirements of the California Environmental Quality Act.

Transmittal 2

7. This permit is issued subject to the following standard conditions imposed pursuant to the certified Port of Los Angeles Master Plan, as amended, and the California Coastal Act of 1976, as amended:
- a) No property rights, either in real estate or material, or any exclusive privileges are granted, and the permit does not authorize any injury to private property or invasion of private rights, or any infringement of federal, state or local laws or regulations.
 - b) Final working drawings shall have been submitted to the Chief Harbor Engineer for review and approval, and a Harbor Engineering Permit issued prior to commencement of any portion of the development.
 - c) All construction and operations shall occur in accordance with the approved plans.
 - d) This permit is issued subject to the applicant obtaining all other approvals and/or permits required by applicable law from agencies having jurisdiction over any aspect of the development. Construction shall not commence until such approvals and permits have been obtained.
 - e) Any person who has obtained a permit for development may assign such permit to another person subject to the following conditions outlined in Section 6.8.6 of the Port of Los Angeles Master Plan.
 - f) The permit shall not become effective until the issuance is reported to the Board of Harbor Commissioners and the original and two signed copies of the permit have been returned to the Los Angeles Harbor Department, upon which all permittee(s) or agent(s) authorized in the permit application have acknowledged that they have received a copy of the permit and have accepted the contents.
 - g) Work must commence within two (2) years from the date of the executed coastal development permit, unless otherwise specified. If construction has not commenced, this permit will expire two (2) years from the date of the executed permit. Any extension of time of said commencement date must be applied for prior to expiration of the permit.
 - h) Issuance of this coastal development permit does not change the obligation of the applicant to meet all other time requirements in any other permits or agreements granted by the City of Los Angeles.

Issued on behalf of the Los Angeles Board of Harbor Commissioners by:

EUGENE D. SEROKA
Executive Director

By: _____
MICHAEL KEENAN
Director of Planning and Strategy

DATE

ACKNOWLEDGMENTS

I, _____, permittee/agent, hereby acknowledge receipt of
(please print)
Coastal Development Permit No. **23-03**, and that I understand and have accepted its
contents and conditions.

SIGNATURE

DATE

MK:rp

APP No. 230208-021

Transmittal 3

IMPORTANT – PUBLIC HEARING NOTICE
Port of Los Angeles

Pursuant to the California Coastal Act of 1976 as amended and the Port of Los Angeles' certified Port Master Plan, notice is hereby given to all interested persons and organizations that the Los Angeles Board of Harbor Commissioners will hold a public hearing to receive public comments prior to considering a Coastal Development Permit (CDP) for:

APMT PIER 400 CRANE PROJECT (CDP NO. 23-03)

In accordance with Section 6.0 Development Guidelines of the Port Master Plan, the Los Angeles Board of Harbor Commissioners will hold a public hearing to receive public comments on this proposed project during a Special Board meeting on November 29, 2023, at 10:00 a.m. in the Harbor Administration Building Board Room at 425 S. Palos Verdes Street, San Pedro, CA 90731.

Any person unable to attend the public hearing may submit written comments via e-mail to CDPComments@portla.org. Comments sent via e-mail should include the project title in the subject line. Written comments may also be submitted to the Director of Planning and Strategy, P.O. Box 151, San Pedro, CA 90733. Comments should be submitted no later than the day before the scheduled public hearing date.

The staff report and recommendation on the proposed project are anticipated to be available for review after 5:00 p.m. on Wednesday, November 22, 2023 by visiting the Port of Los Angeles website, www.portoflosangeles.org.

**2. RESOLUTION NO. _____ - FIRST
AMENDMENT TO LEGAL SERVICES AGREEMENT NO.
21-9809 WITH THOMPSON COBURN LLP FOR FEDERAL
CLEAN AIR ACT MATTERS**

HARBOR DIVISION

425 S. PALOS VERDES ST.

P.O. BOX 151

SAN PEDRO, CA 90733-0151

FACSIMILE

(310) 831-9778

(310) 732-3750



OFFICE OF THE CITY ATTORNEY

HYDEE FELDSTEIN SOTO
CITY ATTORNEY

STEVEN Y. OTERA
GENERAL COUNSEL

JOY M. CROSE
ASSISTANT GENERAL COUNSEL

ESTELLE M. BRAAF
CARL CHEA
BRIAN DALUIISO
DEBORAH DORNY
JOHN T. DRISCOLL
JUSTIN HOUTERMAN
JANET KARKANEN
KENNETH F. MATTFELD
HEATHER M. MCCLOSKEY
MINAH PARK
HELEN J. SOK
NEILL T. TSENG

DATE: OCTOBER 26, 2023

FROM: OFFICE OF THE CITY ATTORNEY

SUBJECT: RESOLUTION NO. _____ - FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT NO. 21-9809 WITH THOMPSON COBURN LLP FOR FEDERAL CLEAN AIR ACT MATTERS

SUMMARY:

The Office of the City Attorney (Office) requests approval of the First Amendment to Agreement No. 21-9809 (First Amendment) between the City of Los Angeles Harbor Department (Harbor Department) and Thompson Coburn LLP (Thompson). The proposed First Amendment will increase the Agreement authority by \$100,000, from \$225,000 currently, to \$325,000 as proposed. The three-year Agreement term will remain unchanged; the Agreement will expire on June 25, 2024. Under Agreement No. 21-9809, Thompson performs legal services to assist the Office in its advice to the Harbor Department on Federal Clean Air Act (FCAA) legal matters. The Harbor Department will continue to be financially responsible for payment of expenses incurred under the Agreement.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

DATE: OCTOBER 26, 2023

PAGE 2 OF 4

SUBJECT: FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT NO. 21-9809
WITH THOMPSON COBURN LLP

2. Find in accordance to Charter Section 1022 that the scope of work of the proposed Agreement can be more economically and feasibly provided by an independent contractor than by City employees;
3. Approve the First Amendment to Legal Services Agreement No. 21-9809 with Thompson Coburn LLP, to increase the compensation authority by \$100,000 for a maximum compensation authority of \$325,000;
4. Authorize the Executive Director and Board Secretary to execute and attest to the First Amendment; and
5. Adopt Resolution No. _____.

DISCUSSION:

Background – Following a competitive Request for Proposals process, Thompson was awarded a three-year agreement, Agreement No. 21-9809 (Transmittal 1), to provide legal services for FCAA matters. Agreement No. 21-9809 commenced on June 26, 2021 for a three-year term with a maximum compensation not to exceed \$225,000. The initial \$225,000 budget was based on a projection for legal services for San Pedro Bay Ports Clean Air Action Plan (CAAP) and FCAA legal matters for the Harbor Department. The anticipated legal services included advice for FCAA regulatory rulemaking matters and litigation.

Through June 30, 2023, \$129,509 has been spent under the original Agreement authority of \$225,000. Staff estimates that the remaining balance of \$95,491 will be insufficient to allow Thompson to continue advising the Office with respect to the South Coast Air Quality Management District (SCAQMD) Indirect Source Rules.

First Amendment – The Office requests that the Board approve the proposed First Amendment to increase the compensation authority by \$100,000 to \$325,000. The amount of increased authority sought by this amendment is for legal services with respect to the SCAQMD Port Indirect Source Rule proposed to be published in the 4th quarter of 2023, for 2024 SCAQMD Board adoption. Approval of this amendment will allow Thompson to continue to provide services to the Office of the City Attorney and the Harbor Department on an uninterrupted basis during the rulemaking period.

DATE: OCTOBER 26, 2023

PAGE 3 OF 4

SUBJECT: FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT NO. 21-9809
WITH THOMPSON COBURN LLP

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of a First Amendment to Agreement No. 21-9809 to increase the compensation authority for ongoing legal services for FCAA matters, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Amendment would increase compensation authority under Agreement No. 21-9809 by \$100,000, from \$225,000 currently to \$325,000, as proposed. To date, \$129,509 in spending has been incurred under the Agreement and a balance of \$95,491 will be spent by December 30, 2023. If the proposed Amendment is approved, then spending is anticipated to occur as follows:

FY 21-22	\$114,989
FY 22-23	\$ 14,520
<u>FY 23-24</u>	<u>\$195,491</u>
	\$325,000

FY 2024 funding in the amount of \$195,491 is available within Account No. 54410 (Legal Fees & Services), Center 0120, Program 000. Funding for future years will be requested as part of the annual budget adoption process, subject to Board approval. A funding out clause is included in the Agreement.

DATE: OCTOBER 26, 2023

PAGE 4 OF 4

SUBJECT: FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT NO. 21-9809 WITH THOMPSON COBURN LLP

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed First Amendment as to form and legality.

TRANSMITTALS:

- 1. Agreement No. 21-9809 with Thompson Coburn LLP
- 2. First Amendment to Agreement No. 21-9809

FIS Approval: MB

CA Approval: JMC



JOY M. CROSE
Assistant City Attorney

APPROVED:

By J.M. Crose for
STEVEN OTERA
General Counsel, Harbor Department

APPROVED:

By Marla Bleavins
EUGENE D. SEROKA
Executive Director

Author: Joy M. Crose
Board Meeting: December 7, 2023

Transmittal 1

Agmt 21.9809

FOR PROFESSIONAL LEGAL SERVICES

BETWEEN

THE CITY OF LOS ANGELES

AND

THOMPSON COBURN LLP

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT, Contract Number 21-98809, is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting through its Board of Harbor Commissioners ("Board") and the Office of the City Attorney ("City Attorney"), and THOMPSON COBURN, One US Bank Plaza, Saint Louis MO 63195 ("Outside Counsel"), with reference to the following:

RECITALS

WHEREAS, Under the authority of Volume I, Article II, Section 275 of the City Charter, City Attorney and the Board have approved the use of Outside Counsel to assist the City Attorney with legal representation in the matter of the Federal Clean Air Act Air Agency Regulation and Litigation; and

WHEREAS, Outside Counsel represents to the City that it is neither concurrently nor potentially a consultant performing non-legal services for the City during the term of this Outside Counsel contract; and

WHEREAS, the City Attorney has selected Outside Counsel to provide assistance in such matters, Outside Counsel is willing to provide such assistance and represents to the City that it is able to do so without a conflict of interest;

WHEREAS, the professional legal services to be performed by the Outside Counsel are of an expert and technical nature and are temporary and occasional in character;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions contained herein, the parties hereby covenant, agree and represent as follows:

I. SCOPE OF REPRESENTATION AND PARTNERING

Outside Counsel is retained to assist the City Attorney in providing legal representation for the City in the matter of Federal Clean Air Act Air Agency Regulation and Litigation. Outside Counsel shall at all times work under the direction of the City Attorney. The City and City Attorney shall rely on the competence, expertise and experience of Outside Counsel. At all times, Outside Counsel shall provide professional legal advice and services at the highest level expected of law firms providing legal services in the Los Angeles region. This is a non-exclusive agreement to provide legal services to the City and, at the City Attorney's discretion, the City may augment the services with another law firm or law firms or select to terminate Outside Counsel's services in a manner consistent with this Agreement.

City Attorney and Outside Counsel recognize and agree that an important purpose of this Agreement is to promote effective collaboration between City Attorney and Outside Counsel so that, among other things, City Attorney is able to gain familiarity with the legal issues presented in these matters and for Outside Counsel to impart substantive subject matter knowledge to City Attorney's lawyers. To this end, City Attorney and Outside Counsel both agree to make reasonable efforts to coordinate their efforts and work.

II. GENERAL CONDITIONS

A. Period of Performance

This Agreement shall begin on the Commencement Date defined below, and shall continue for three (3) years thereafter (Termination Date), unless terminated earlier under the provisions of this Agreement.

The Commencement Date of this Agreement shall be the date of its execution by the City, following authorization of the Board and compliance with Los Angeles City Charter Section 245. Outside Counsel 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 after the expiration of the fifth City Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. Termination or Suspension of Legal Services

1. Termination or Suspension for City's Convenience

a) Services performed under this Agreement may be terminated or suspended in whole or in part at any time by City Attorney. City Attorney shall terminate or suspend services by delivering to Outside Counsel a written notice specifying the extent to which services are terminated or suspended and the effective date of such termination or suspension.

b) After receiving a notice of termination or suspension, unless otherwise directed by City Attorney, Outside Counsel shall:

1) Stop services on the date and to the extent specified in the notice; and

2) Continue to perform services not terminated or suspended by the notice.

c) After receiving a notice of termination, Outside Counsel shall:

1) Submit final billing for services rendered through the time of termination no later than thirty (30) calendar days from the effective date of termination; and

2) If Outside Counsel fails to submit a final billing within the time allowed, City Attorney may determine the amount, if any, to be paid to Outside Counsel. Outside Counsel agrees that City Attorney's determination shall be final.

2. Termination for Outside Counsel's Default

a) Services performed under this Agreement may be terminated in whole or in part by City Attorney upon a default by Outside Counsel. Under this Agreement, Outside Counsel will be deemed in default if Outside Counsel:

1) Fails to perform the service(s) within the specified

time period; or

2) Fails to perform any of the provisions contained in this Agreement; or

3) Fails to make adequate progress in the matter and endangers the performance of this Agreement's terms.

b) If City Attorney wholly or partially terminates services under this Agreement, City Attorney may obtain alternative legal services with terms and in a manner City Attorney deems appropriate. In addition to any other remedies provided by this Agreement, law or equity, Outside Counsel shall be liable to City for any excess costs associated with obtaining and utilizing alternative legal services.

3. Closing Report Upon Termination

a) If requested by City Attorney, Outside Counsel shall deliver a Closing Report within two days of the termination of services.

b) The Closing Report shall include, but is not limited to:

1) A brief description of the facts of the case or matter;

2) A discussion of applicable law;

3) A description of the status of the case or matter; and

4) A list and description of future scheduled court appearances.

c) Outside Counsel shall give City Attorney all evidence, files and attorney work product for every matter in which Outside Counsel is substituted out as attorney of record. This includes any computerized indices, programs and document retrieval systems created or used for the matter. Outside Counsel shall file a Motion for Substitution of Counsel or other necessary pleadings with the court when instructed to do so by City Attorney.

C. Independent Contractor Status

This Agreement is between City and Outside Counsel and is not intended, and shall not be construed, to create, as between City and Outside Counsel, the relationship of agent, servant, employee, partnership, joint venture or association. Outside Counsel understands and agrees that all Outside Counsel personnel furnishing services to City under this Agreement are employees solely of Outside Counsel and not City. Outside Counsel shall bear the sole responsibility and liability for any taxes or fees which may be assessed against it or its employees and for furnishing workers' compensation benefits to any Outside Counsel personnel for injuries arising from services performed under this Agreement.

D. Ownership of Documents

All information, documents, records, reports, data, or other materials furnished to Outside Counsel or other such information, documents, records, data or other materials to which Outside Counsel has access during their performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Outside Counsel shall not make use of such items for any purpose unrelated to the matter involved herein and shall not make oral or written disclosure thereof, other than as necessary for their performance hereunder, without the prior written approval of City Attorney.

E. Indemnity for Professional Liability

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City 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 City, 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 Contractor'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 wrongful act, wrongful omission or negligence of Outside Counsel its boards, officers, agents, employees or subconsultants. Notwithstanding the foregoing, as to any matters that could be covered by Counsel's professional liability insurance if asserted without regard to this section, nothing in this section shall expand Counsel's duties and obligations under tort law or create any independent obligation for the same under contract law. The foregoing indemnification provision shall control the parties' rights and supersedes the provisions of PSC-18 in the Standard Provisions For City Contracts.

F. Insurance

If Outside Counsel does not obtain professional liability insurance or maintain the insurance throughout the duration of this Agreement, City Attorney may terminate the Agreement. Consultant 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:

(1) Workers' Compensation and Employer's Liability

Consultant 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 Consultant 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. Consultant 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 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 Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(2) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

(3) Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"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 City, Board, 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. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

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

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's 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 company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

A. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without

any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

G. Governing Law

The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this Agreement shall be brought in the Los Angeles County Central District Superior Courts.

H. Validity

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

I. Waiver

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any future breach of the provision or any breach of any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

J. Remedies Reserved to City

The remedies reserved to City shall be cumulative and additional to any other remedies provided in law or equity.

K. Authorization for Warranty

Outside Counsel represents and warrants that the signatory(ies) to this Agreement is(are) fully authorized to obligate Outside Counsel and that all corporate acts necessary to the execution of this Agreement have been accomplished.

L. Changes and Written Amendment of Terms

Material changes to this Agreement shall only be effective upon the execution of a mutually-approved written amendment.

M. Maintaining Attorney-Client Privilege

Outside counsel acknowledge that they have no authority to waive the attorney-client privilege on behalf of the City (including the City Attorney and any City official or employee). Outside Counsel agree to conduct their activities relating to this matter in such a manner as to maintain the confidentiality of the communications between Outside Counsel and not to waive the attorney-client privilege with respect to documents or

communications obtained or conducted in connection with this matter without the express consent of the City Attorney. This section shall survive the termination or expiration of this Agreement.

II. Outside Counsel's Services and Responsibilities

A. Restriction on Outside Counsel as Consultants

Outside Counsel understands and agrees that it shall not apply for, accept or enter into any contract with any City department or office for any non-outside counsel legal services for the duration of this or any other outside counsel contract with the City, unless Outside Counsel first obtains the written approval of the Chief Deputy of the Office of the City Attorney. This is in addition to the approval by the City awarding authority of the non-outside counsel legal services contract.

B. Professional Ethics and Conflicts of Interest

City recognizes that Outside Counsel may have clients that, from time to time, may have interests adverse to City. Any such representation shall be in accordance with the ethical duties of members of the State Bar of California including, without limitation, those established by the Bar's Rules of Professional Conduct. Outside Counsel shall send written notice to City Attorney Conflicts Attorney of any actual or potential conflict of interest that exists during Outside Counsel's engagement under this Agreement. The request for waiver shall describe in detail the nature of the proposed engagement by Outside Counsel, the nature of the conflict, and why Outside Counsel believes a waiver is appropriate.

C. Key Outside Counsel Personnel

1. Outside Counsel's Responsible Attorney for this Agreement shall be C.JONATHAN BENNER. Outside Counsel's Responsible Attorney shall not be changed without City Attorney's written authorization.

2. Outside Counsel's Responsible Attorney shall have full authority to act for Outside Counsel on all daily operational matters under this Agreement and shall serve as or designate Lead Counsel for all law and motion appearances, pretrial and trial proceeding(s), settlement conference(s) or meetings of counsel for the litigants, depositions, document productions, and all court and other proceedings in which substantive rights of the parties may be determined. Designation of a Lead Counsel other than the Supervising Attorney shall be subject to City Attorney's prior written approval.

D. Legal Representation

1. Outside Counsel shall provide City with the necessary representation by qualified staff at the least costly billing category. Partners and associates shall be admitted to practice law before all of the courts of the State of California or of whatever state or district in which Outside Counsel is engaged to represent the City. The names of personnel authorized to provide services under this Agreement and the hourly rates for each staff member are listed in the document entitled,

"Hourly Rates for THOMPSON COBURN LLP," attached hereto and incorporated herein as Exhibit B to this Contract.

Any use of personnel other than as enumerated shall be subject to the prior written approval of City Attorney's Responsible Attorney. Outside Counsel may hire experts or consultants, but only with the prior written approval of City Attorney's Responsible Attorney. Outside Counsel may retain other law firms or attorneys as subcontractors to provide the legal services covered by this Agreement, but only with the prior written approval of the Chief Deputy City Attorney. Any such written approval of subcontractors must set forth the name of each approved attorney or other personnel and the agreed rate for such individual. Outside Counsel will require any such subcontractors or consultants to comply with the terms and conditions of this Agreement and will indemnify, defend and forever hold harmless the City from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any act or omission of any such subcontractors or consultants.

2. Outside Counsel's legal representation shall include, but is not limited to:
 - a) All settlement negotiations and pretrial proceedings;
 - b) Appearances at all law and motion hearings, discovery proceedings, hearings regarding orders to show cause, writs, trials and, when applicable, administrative hearings;
 - c) All due diligence, legal research, preparation for hearings, and review of all documents and other evidentiary materials;
 - d) Investigative, secretarial, and clerical support services necessary to perform the legal representation in a professional manner.
3. Outside Counsel shall provide all required reports referenced in this Agreement.
4. Outside Counsel shall meet with City Attorney as City Attorney requires.
5. Outside Counsel shall consult with City Attorney on trial and tactical decisions.
6. Outside Counsel shall assist City Attorney's Responsible Attorney in settlement evaluations and negotiations, and shall obtain City Attorney's authority before making any settlement proposal on City's behalf to the Court or any party.
7. Outside Counsel shall immediately notify City Attorney, in writing, when a judgment, verdict or other award is rendered.
8. Upon City Attorney's request, Outside Counsel shall provide copies of all court rulings and all pleadings filed with the court or other administrative body, including those submitted by other parties.

9. Outside Counsel shall maintain all backup documentation to support all entries included in its billings.

E. Reporting Requirements

Depending on the nature of the matter and the benefit derived, City Attorney may request that Outside Counsel provide City Attorney with the following reports:

1. Case Evaluation and Plan

a) The Case Evaluation and Plan is a written independent evaluation of the case that can be used to develop City's legal position and strategy. It will also serve to assist in controlling litigation costs. Outside Counsel shall base the Case Evaluation and Plan on a review of the pleadings, discovery, reports and other documents, physical evidence, conversations with City Attorney and any other information Outside Counsel deems appropriate based on Outside Counsel's expertise and experience.

b) The Case Evaluation and Plan shall include, but is not limited to:

1) Statement of known facts and identified legal issues, including identities of opposing attorney(s), if known;

2) Statement of precedent-setting or sensitive issues, if applicable;

3) Statement of alleged and probable injuries and damages;

4) Statement of liability exposure;

5) Statement of recommendation(s) on case strategy, including discovery, motions, extent of legal research, consultants and percipient witnesses, experts to be retained, and the extent of expert services to be performed;

6) Statement of Outside Counsel's projected costs that can be reasonably anticipated. Costs shall be budgeted on a total, annualized basis and shall include, but are not limited to:

(a) Attorney fees - an identification of the staffing levels, hourly rates and estimated number of hours for each partner, associate, and/or paralegal;

(b) Consultant and expert witness rates, and estimated number of hours each will be needed;

(c) Deposition, transcript and other expenses;

(d) Fees and expenses for handling the case through each of the following applicable stages:

- (1) Pleadings
 - (2) Discovery
 - (3) Pretrial conference(s)
 - (4) Mediation or Arbitration
 - (5) Trial, and
 - (6) Any other identified stages.
2. Proposed Settlement Recommendations
- a) If requested by City Attorney, Outside Counsel shall submit to City Attorney written settlement recommendations that clearly state the reasons supporting a proposed settlement.
3. Appellate Action
- a) If requested by City Attorney, Outside Counsel shall submit to City Attorney recommendations as to whether to appeal or petition for other review, or defend in the appellate courts. Outside Counsel shall state clearly the reason(s) supporting the recommended action.
 - b) Outside Counsel shall list City Attorney as co-counsel with Outside Counsel on all briefs and papers submitted to the appellate courts or other reviewing body.
4. Publicity
- If any publicity is generated by the subject matter of this representation, Outside Counsel shall not make any public or media statement absent express consent by the City Attorney. All media inquiries (whether radio, print, electronic transmission or television) shall be immediately directed to the City Attorney's office.

IV. CITY'S DUTIES AND RESPONSIBILITIES

A. Key City Personnel

1. City hereby appoints the City Attorney, or his or her designee, to represent the City on all matters related to this Agreement; however, any written amendment to this Agreement requiring additional funds shall be conditioned upon the approval of the additional appropriation of said funds by the Board. The City Attorney's Responsible Attorneys shall be Assistant City Attorney JOY M. CROSE and the Chief Deputy City Attorney. On all matters relating to invoices the City Attorney's representative shall be the City Attorney's Chief Financial and Administrative Officer.
2. City Attorney's Responsible Attorneys shall have full authority to act for City on all daily

operational matters under this Agreement and shall review and approve Outside Counsel's reports, whether written or verbal, and any change in Outside Counsel's designated Lead Counsel.

3. Approval of proposed settlement recommendations is subject to City's settlement approval procedures.

V. COMPENSATION

A. Maximum Compensation Amount

The maximum compensation payable under this Agreement, including reimbursable expenses, is TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000). Outside Counsel's work pursuant to this Agreement for specific services shall not exceed the amount of appropriated funding under this Agreement, as explained in section V.B. below. The City is not obligated to pay Outside Counsel for any work done and/or costs incurred in excess of (i) the maximum compensation amount, unless a written amendment to this Agreement is executed by the parties; or (ii) the appropriated amount, unless additional appropriations are made within the maximum compensation amount.

B. Appropriation of Funds

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The City, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the City is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Outside Counsel is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Outside Counsel is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Outside Counsel agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Outside Counsel is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

B. Outside Counsel's Obligation for Continued Performance

In the event that Outside Counsel's fees, costs and expenses, in the aggregate, exceed the amount appropriated by City as provided herein, Outside Counsel shall not be obligated to provide services or incur any further costs or expenses on the work required hereunder, and the City shall not be liable for fees or costs in excess of the amount appropriated, unless the appropriated amount is increased as provided herein. Outside Counsel shall be responsible for notifying City Attorney's Responsible Attorneys that the aforesaid appropriated amount will be expended before completion of the work required hereunder and that Outside Counsel will need additional funds if City desires further work. Outside Counsel shall give written notice to City Attorney's Supervising Attorney and to the City Attorney's Chief Financial and Administrative Officer, when Outside Counsel's expenditures under this Agreement are equal to sixty percent (60%) and eighty percent (80%) of the total dollar value appropriated for this Agreement so that City Attorney has sufficient time to consider whether it desires to seek an additional appropriation and written amendment to the Agreement.

C. Fees

1. The City shall pay Outside Counsel for the services performed by Outside Counsel which are reasonably necessary. The fees for such services shall be based upon the time expended to render the required services, with fractions thereof being stated to the tenth of an hour, and shall be computed at a rate not to exceed the rates specified for each category of staff as listed in Exhibit B.
2. Requests for billing rate increases and/or for additional biller(s) must be in writing and accompanied by a proposed new budget. Such request(s) are subject to approval by the Chief Deputy City Attorney.

D. City's Reservation of Rights to Obtain Reimbursement

City shall pay Outside Counsel based on Outside Counsel's submission of monthly invoices consistent with the provisions of this Agreement. Even though City makes payment pursuant to invoices, City shall have the right to demand reimbursement any time City determines that previously paid costs and expenses were not properly billed by Outside Counsel. Outside Counsel shall promptly reimburse City for such costs and expenses previously paid by City.

E. Expenses

Absent the express prior written approval of the appropriate City Attorney's Responsible Attorney, the City will not pay for any extraordinary expenses incurred in any legal matter. The City Attorney's Chief Financial and Administrative Office must approve in writing any item of expense that exceeds \$5,000. The City Attorney's Responsible Attorney must approve in writing any item of expense that exceeds \$1,000. Such expenses include, but are not limited to, expert witnesses, consultant services, investigative services, computer litigation support services, videotaping of depositions, temporary office help, travel expenses, meals as well as other expenses. City shall reimburse Outside Counsel for the actual out-of-pocket expenses, enumerated below, but without any additional costs for

having advanced the funds. Outside Counsel shall note that City is exempt from all filing fee charges.

1. Reimbursable ordinary expenses shall include, but are not limited to:

a) Deposition fees- The City expects Outside Counsel to keep the costs of deposition transcripts to a minimum. When depositions are taken and Outside Counsel receives the original, City shall not pay the court reporter's fee for providing Outside Counsel with an extra photocopy of the deposition transcript. City expects Outside Counsel to make a photocopy of the original at Outside Counsel's office. Likewise, when attending depositions of third parties or third-party witnesses, City requests that, if Outside Counsel believes an additional copy of the deposition transcript is necessary, Outside Counsel agree with opposing counsel or co-counsel to share the costs. Prior written approval from City must be obtained before ordering any expedited original or expedited copy of a deposition transcript.

b) Deposition summaries, if necessary, should be brief and should be completed by the deposing attorney. The City shall not pay for a paralegal or other lawyer to summarize the deposition transcript unless trial is imminent. City shall not pay for summaries that are, in effect, a complete regurgitation of the underlying deposition.

c) Transcript fees;

d) Messenger service - where appropriate, documents should be transmitted via email or facsimile/telecopier;

e) Facsimile/Telecopier (FAX) transmission - Outside Counsel shall not bill the City for any expense related to facsimile charges beyond Outside Counsel's actual net costs for long distance telephone charges actually and reasonably incurred by Outside Counsel for the sending of facsimiles. Outside Counsel shall indicate in its billing statements the number of pages transmitted via facsimile together with the related cost of each charge. Outside Counsel shall attach the appropriate receipts, invoices or proof of any expenditure for facsimile charges;

f) Process service;

g) In-house document reproduction. Outside Counsel may charge up to \$0.10 cents per page for photocopies. The billing statement shall contain the total number of copies made.

2. Reimbursable extraordinary expenses shall include charges for which Outside Counsel has obtained City Attorney's prior written approval. Such expenses shall include, but are not limited to:

a) Consultants;

b) Expert witnesses;

c) Investigative services;

d) Computer Assisted Legal Research ("CALR") - The City of Los Angeles's decision to retain a particular firm is based in part on the firm's expertise and knowledge. The City therefore assumes familiarity with the basic substantive law at issue in the matter for which the firm was retained; any exception to this general expectation should be discussed fully at the time of retention. In conducting legal research the law firm is expected to utilize all appropriate sources reasonably available, including previously prepared briefs and memoranda. Should Outside Counsel determine that it is necessary to incur CALR charges in order to satisfy the terms of this Agreement, Outside Counsel shall obtain City Attorney Responsible Attorney's prior written approval to charge for such expenses. No charges for CALR shall be paid by the City without its prior written approval of such a charge.

e) Travel expenses. Outside Counsel shall describe in detail in its billings any travel expenses incurred by Outside Counsel, City retains the right to audit these expenses. Travel expense will only be reimbursed to the extent consistent with City Travel Guidelines (Exhibit 4). Only coach fare will be reimbursed for travel. Luxury class fare and hotel will not be reimbursed. If a receipt is submitted, a single occupancy hotel accommodation will be reimbursed up to a maximum of \$165.50 plus taxes. For trial attendance by out-of-town experts or consultants, this rate may be increased, depending on the availability of lodging and prior City Attorney written approval. Meals and incidents are reimbursed up to the federal (GSA) per diem rate. The first and last days of travel will be capped at 75 percent of the per diem rate. Travel time is not compensable.

3. Non-reimbursable expenses shall include, but are not limited to:

a) Staff time or overtime for performing secretarial, clerical, or word processing functions;

b) Charges for time spent complying with City Attorney audits or billing or budgeting inquiries;

c) Charges for work performed which City Attorney had not authorized. Such work shall be a gratuitous effort by Outside Counsel; and

d) Expenses that are considered to be part of general law firm overhead, including but not limited to, administrative time, secretarial time, calendaring, setting up files, indexing, word processing, air conditioning, equipment rental, office supplies, meals, snacks, beverages, seminars, books or association dues, etc.;

e) Travel time.

F. Most Favored Nations

Outside Counsel represents that the rates set forth in Sections III.C. and V.C. above and the other economic terms and conditions provided in this Agreement, taken individually, are the most favorable rates offered for this particular type of work.

VI. BILLINGS AND PAYMENTS

A. Billings

1. Outside Counsel shall submit its billing statement monthly in arrears, no later than the tenth of the month following the month service was rendered.

Outside Counsel and City Attorney recognize that legal services performed under this Agreement are being paid for with tax dollars from the citizens of the City of Los Angeles and that, therefore, a heightened duty of care exists in both Outside Counsel and City Attorney to ensure that Outside Counsel scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying out the goals of this Agreement. Outside Counsel pledges to observe a duty of reasonableness and cost effective representation in all aspects of this Agreement. Accordingly, each billing statement shall contain a certification signed by the Consultant and shall include the following:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

"_____
(Consultant's Signature)

2. The City will not pay for more than one attorney doing any particular task unless City Attorney has given its prior written approval. The City will not pay for two or more attorneys attending the same deposition or court appearance. The City will pay for the time recorded by more than one attorney for in-office conferences, but only if the conference is an occasional and necessary strategy meeting relating to some significant legal event or proceeding.

The City shall not pay for duplicative time charges by two or more attorneys, e.g., for legal research, reviewing documents, drafting documents, except as approved in writing by City Attorney. The City shall not pay for "training" or "apprenticeship" time. The City shall not pay for the involvement of attorneys who work on the case irregularly or sporadically, unless a particular attorney has a special expertise that substantially advances the prosecution/defense of the case.

3. Use of staff must be at the least costly staffing level. Senior attorneys performing contract drafting or other work which could be done by associate attorneys will only be compensated at the associate attorney rate. Use of paralegals is encouraged providing they meet the requirements set forth herein. Assignment of work to paralegals should not result in duplicative activity between attorneys and paralegals, or the reworking or rewriting of paralegals' work product by attorneys. The City will not pay for paralegal time spent performing clerical/secretarial work (e.g., filing, indexing, sorting, organizing, photocopying and bates stamping documents) unless the City has given its prior written approval. City expects paralegals to perform true paralegal work, e.g., research,

document productions, preparing discovery or responses, interviewing witnesses. Work expected to be performed by paralegals but performed by attorneys and billed at the attorney rate will be compensated only at the paralegal rate.

4. Billings under this Agreement shall not be made in more than one-tenth of an hour (six minute) increments, and shall represent the devotion of a full six minutes before such an increment is billed. Under no circumstances shall Outside Counsel use "block billing" procedures, wherein a list of series of activities is done each day with only an aggregate amount of time specified. Instead, Outside Counsel shall provide a detailed specific entry for each separate task and sub-task reflecting the time for such task or subtask. All tasks set forth in Outside Counsel's billing documentation shall be highly specific and highly detailed. Overly generalized listings of task descriptions such as "review contract" or "prepare for negotiations" will not be acceptable. Outside Counsel shall provide a detailed description of each action as described below.

5. Each billing statement shall be identified by a unique number and itemized to include:

a) Case name and case number;

b) Staffing level(s), hourly rates and specific activities for each attorney and/or paralegal;

1) Each activity shall be billed in a reporting format acceptable to City Attorney.

2) A detailed description of specific activities for each attorney and/or paralegal shall include, but is not limited to:

(a) In-person conferences.

(b) Telephone call(s).

(c) Correspondence.

(d) Depositions.

(e) Case reports.

(f) Pleading, brief or opinion drafting.

(g) Hearings.

(h) Research, including computerized legal research databases.

(i) Case reviews.

(j) Trials.

c) Total current monthly fees billed for each staffing level;

- d) Total cumulative fees billed for each staffing level;
- e) Total current monthly expenses billed in the following categories:
 - 1) Consultant and expert witness expenses;
 - 2) Deposition and transcript expenses;
 - 3) Other miscellaneous expenses.
- f) Total cumulative expenses to date billed in (e) above.

B. Payments

City shall make payment(s) for services rendered under this Agreement based on the monthly, itemized billing statement(s) Outside Counsel submits to City Attorney. City Attorney's legal and accounting staff shall review all billing statements in accordance with City's review procedures. City shall make its best effort to process payments promptly after receiving Outside Counsel's monthly billing statement. City shall not pay interest or finance charges on any outstanding balance(s).

For payment and processing, all original billing statements should be emailed to: Khee@portla.org and mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
PO Box 191
San Pedro, CA 90733-0191

C. Audit

For at least three years after completion of services under this Agreement or termination of this Agreement, Outside Counsel and any third party retained by Outside Counsel to assist in the performance of this Agreement, shall maintain backup documentation to support all entries included in the monthly billing statement. Such backup documentation shall be maintained in an auditable format and in accordance with generally accepted accounting principles. City Attorney, at its sole discretion, may, at any time up to three years beyond the completion of services or termination of this Agreement, audit Outside Counsel and any third party retained by Outside Counsel to assist in the performance of this Agreement. Outside Counsel and any such third parties shall promptly and fully cooperate with the audit, including affording City Attorney and/or its auditors access to records and files maintained by Outside Counsel and the third party.

VII. NOTICES

All invoices, notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to City Attorney or Outside Counsel at the addresses below, or at any other address City Attorney or Outside Counsel shall provide in writing to each other:

A. If invoice to City Attorney:

For payment and processing, all original billing statements should be emailed to: Khee@portla.org and mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
PO Box 191
San Pedro, CA 90733-0191

If notice or a report to City Attorney:

City Los Angeles, Harbor Department
Office of the City Attorney
425 S. Palos Verdes Street
San Pedro, California 90731
Attention: JOY M. CROSE

If notice concerning conflict of interest to City Attorney:

Anne Haley, Assistant City Attorney
City of Los Angeles
Office of the City Attorney
200 North Main Street 8th Floor, City Hall East
Los Angeles, California 90012-4130

B. If notice to Outside Counsel:

Thompson Coburn
C. Jonathan Benner
1909 K Street NW, Suite 600
Washington DC, 20006

VIII. ASSIGNMENT

A. No part of this Agreement or any right or obligation arising from it is assignable without City's prior written consent.

B. Any attempt by Outside Counsel to assign or subcontract services relating to this Agreement without City's prior written consent shall constitute a material breach of this Agreement.

IX. STANDARD TERMS AND CONDITIONS

Standard terms and conditions for City outside legal services contracts are attached as Exhibit A.

X. MERGER

This Agreement supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between City, City Attorney and Outside Counsel relating to the subject matter of this Agreement.

XI. SMALL/VERY SMALL BUSINESS DEVELOPMENT PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Outside Counsel shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit D.

NOTE: Prior to being awarded a contract with the City, Outside Counsel and all subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

XII. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times 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 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Outside Counsel agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XIII. CONFLICT OF INTEREST

It is hereby 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 California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years

of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XV. ORDER OF PRECEDENCE

The terms and conditions contained in the body of this Agreement shall supersede, control and prevail over any conflicting term or condition contained in any other document, including, but not limited to, Exhibit A.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective, duly authorized representatives.

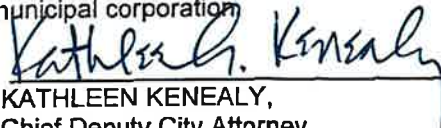
THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By: 
EUGENE D. SEROKA
Executive Director

Date 6-28-2021

Attest: 
AMBER M. KLESGES
Board Secretary

THE CITY OF LOS ANGELES,
a municipal corporation

By: 
KATHLEEN KENEALY,
Chief Deputy City Attorney

Date June 30, 2021

THOMPSON COBURN LLP

By: 
C. JONATHAN BENNER
Partner

Date 19 May 2021

(contingent on resolution of conflict waiver request)

APPROVED AS TO FORM AND LEGALITY

May 25, 2021

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

By: Janna Sidley

Account #	54410	W.O. #	
Ctr/Div #	0120	Job Fac. #	
Proj/Prog #			
Budget			
FY:		Amount:	
FY21-22	63,000		
FY22-23	88,300		
FY23-24	73,700		
TOTAL	225,000		
For Acct/Budget Div. Use Only:			
Verified by:	<u>M. Ugalde</u>	Digitally signed by Melody Ugalde Date: 2021.05.19 15:24:52 -0700	
Verified Funds Available:	<u>Fallie</u>	Digitally signed by Frank Liu Date: 2021.05.19 15:28:58 -0700	
Date Approved:	<u>5/19/2021</u>		

City Business License Number: 536756

Internal Revenue Service ID Number: 94-3050358

Council File/CAO File Number: N/A

Harbor Department Contract Number: _____

Harbor Rev. 5-04-21

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance

coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly

abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors,

CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration

of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the gross negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, 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 **CONTRACTOR'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 an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under

this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract

such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal

employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Americans with Disabilities Act

CONTRACTOR shall comply with the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising
in City Elections

You are a subcontractor on City of Los Angeles Contract

_____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to **CONTRACTOR** unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA®** is the CITY'S online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the CITY. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* **CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY'S online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the CAO-RM for consideration

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY'S or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

___ **Pollution Liability**

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other: _____

EXHIBIT B

THOMPSON COBURN LLP HOURLY RATES

A. The specific hourly rates for each authorized timekeeper shall not exceed the following:

Authorized Timekeeper	Title	Hourly Rate
C. Jonathan Benner	Partner	\$600
Eric Boyd	Partner	\$600
Tim Briscoe	Associate	\$410
Michael Deutsch	Associate	\$365

B. The hourly rate for each timekeeper category shall not exceed the following:

Title	Hourly Rate
Partners	\$600
Associate 1-3 yrs	\$435
Associates 4-6 yrs	\$450
Associate 7-9	\$545
Paralegal	\$190-335

EXHIBIT C

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER



ACCOUNT NUMBER
0002714910

LEGAL NAME
THOMPSON COBURN LLP

TAX STATUS
CLEAR

<u>LOCATION</u>	<u>DBA NAME</u>	<u>LOCATION ADDRESS</u>	<u>STARTED AT LOCATION</u>	<u>END DATE</u>	<u>IN CITY</u>	<u>COUNCIL</u>	<u>EMP ZONE</u>
0001		2029 CENTURY PARK FL 19 LOS ANGELES CA 90067-2934	10/01/2013		Y	Council District 5	None

<u>FCC</u>	<u>DESCRIPTION</u>	<u>START OF ACTIVITY</u>
L049	Professions / Occupations	10/01/2013

EXHIBIT

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

(2) LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is (1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is 54111. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$ million. \$11 Million

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the LABAVN by the time proposals are due.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

Thompson Coburn LLP

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: *C. Jonathan Benner*

Title: Partner

Printed Name: C. Jonathan Benner

Date Signed: October 5, 2020

Consultant Description Form

PRIME CONSULTANT:

Contract Title: Counsel RE: Federal Clean Air Act, Air Agency Act, Air Agency Regulation and Litigation

Business Name: Thompson Coburn LLP LABAVN ID#: 67563

Award Total: \$ _____

Owner's Ethnicity: OBE Gender OBE Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO X (Check only one)

Primary NAICS Code: 541110 Average Three Year Gross Revenue: \$ 200,000,000

Address: 1909 K Street, N.W. Suite 600

City/State/Zip: Washington, DC 20006

County: District of Columbia

Telephone: (202) 585-6985 FAX: (202) 508-1005

Contact Person/Title: C. Jonathan Benner, Partner

Email Address: jbenner@thompsoncoburn.com

SUBCONSULTANT:

Business Name: None LABAVN ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ LABAVN ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Transmittal 2

FIRST AMENDMENT TO AGREEMENT NO. 21-9809
BETWEEN THE CITY OF LOS ANGELES AND
THOMPSON COBURN LLP

This First Amendment to Agreement No. 21-9809 is made and entered into by the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners (“the City”), and Thompson Coburn LLP (“Consultant”).

WHEREAS, the City entered into Agreement No.21-9809 with Thompson Coburn LLP, for legal services for Federal Clean Air Act matters; and

WHEREAS, the compensation of the Agreement was \$225,000 and additional funds are needed; and

WHEREAS, the requested work has been ongoing and the City desires to increase the compensation of the Agreement by \$100,000 from \$225,000 to \$325,000.

NOW, THEREFORE, the parties agree that:

Section V(A) Appropriation of Funds is replaced by the following:

“The maximum compensation payable under this Agreement, including reimbursable expenses, is **THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000)**. Outside Counsel’s work pursuant to this Agreement for specific services shall not exceed the amount of appropriated funding under this Agreement, as explained in section V.B. below. The City is not obligated to pay Outside Counsel for any work done and/or costs incurred in excess of (i) the maximum compensation amount, unless a written amendment to this Agreement is executed by the parties; or (ii) the appropriated amount, unless additional appropriations are made within the maximum compensation amount.”

Except as provided herein, all other terms and conditions of Agreement No. 21-9809 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement No. 21-9809 on the date to the left of their signatures.

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

Date: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Board Secretary

THE CITY OF LOS ANGELES,
A municipal Corporation

Date: _____

By _____
DENISE MILLS
Chief Deputy City Attorney

THOMPSON COBURN LLP

Date: 27 October 2023

By 
C. Jonathan Benner, Partner

APPROVED AS TO FORM

November 3, 2023

HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By 
JOY M. CROSE, Assistant General Counsel

Account#	54410	W.O. #	000
Ctr/Div#	120	Job Fac.#	000
Proj/Prog#	000		
Budget FY:		Amount:	
2021-22		\$114,989	
2022-23		\$14,520	
2023-24		\$195,491	
TOTAL		\$325,000	

For Acc/Budget Div. Use Only

Verified by: Melody M. Ugalde Melody Ugalde
2023.11.01 11:08:37 -0700'

Verified Funds Available: Frank Liu Digitally signed by Frank Liu
Date: 2023.11.01 13:22:06
-0700'

Date Approved: 11/1/23

**3. RESOLUTION NO. _____ - FOURTH
AMENDMENT TO AGREEMENT NO. 12- 3049 BETWEEN
THE CITY OF LOS ANGELES HARBOR DEPARTMENT
AND THE CITY OF LONG BEACH HARBOR
DEPARTMENT TO HOST AND MAINTAIN THE PORTS'
DRAYAGE TRUCK REGISTRY**

DATE: NOVEMBER 20, 2023

FROM: ENVIRONMENTAL MANAGEMENT

SUBJECT: RESOLUTION NO. _____ - FOURTH AMENDMENT TO AGREEMENT NO. 12-3049 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE CITY OF LONG BEACH HARBOR DEPARTMENT TO HOST AND MAINTAIN THE PORTS' DRAYAGE TRUCK REGISTRY

SUMMARY:

Staff requests approval of the proposed Fourth Amendment to Agreement No. 12-3049 (Agreement) between the City of Los Angeles Harbor Department (Harbor Department) and the City of Long Beach Harbor Department (LBHD) (collectively Ports) to host and maintain the Ports' Drayage Truck Registry (PDTR). The proposed Fourth Amendment will extend the term of the Agreement three years to December 31, 2026. Compensation authority will remain at \$348,190, and no additional funding will be added to the Agreement. The Harbor Department will continue to be financially responsible for the payment of expenses incurred under this Agreement.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;
2. Accept and approve the proposed Fourth Amendment to extend the term of Agreement No. 12-3049 between the City of Los Angeles Harbor Department and the City of Long Beach Harbor Department through December 31, 2026;
3. Authorize the Executive Director to execute and the Board Secretary to attest to said Amendment for and on behalf of the Board; and
4. Adopt Resolution No. _____.

SUBJECT: FOURTH AMENDMENT TO AGREEMENT NO. 12-3049**DISCUSSION:**

Background/Context – On November 20, 2006, the City of Los Angeles and City of Long Beach (Departments) Boards of Harbor Commissioners (Boards) approved the Clean Air Action Plan (CAAP). A key component of the CAAP is the implementation of a Clean Truck Program (CTP), which required all drayage trucks serving the Ports to meet U.S. Environmental Protection Agency (EPA) 2007 emissions standards (clean trucks) by January 1, 2012, earlier than state law’s CARB Drayage Truck Rule. Other CTP enhancements were adopted over the years, including Concession Agreements and Tariffs, which provide the Harbor department with critical motor carrier and truck information and access controls to its terminals necessary for its environment, safety and security objectives. The PDTR is the database system that provides such information to both Ports. At a November 2, 2017 joint meeting, the Boards approved the 2017 CAAP update. The 2017 CAAP update set the CTP goal to transition the port drayage industry’s fleet to zero-emission by 2035. Currently, there are approximately 1,800 trucking companies dispatching over 20,000 clean trucks to serve the Ports.

PDTR History – In 2008, the California Air Resources Board adopted the State Drayage Truck Regulation,¹ which set certain requirements for drayage trucks to access marine ports and railyards statewide, as well as a State Drayage Truck Registry (State DTR) to confirm trucks’ compliance with the regulation. To ensure success of the CTP, the Harbor Department and LBHD recognized the need to also develop their own drayage truck database system, the PDTR, to provide key information about licensed motor carriers and trucks and compliance with CTP requirements, as well as to assist in the collection of registration and truck fees. A software consultant designed and developed this database system for Ports in 2009. Once the permanent PDTR was developed, both Departments decided that LBHD would host the PDTR on its server rather than contracting the service to an outside vendor. This decision was based on expensive cost estimates received from outside vendors and LBHD’s already established server capability. LBHD was able to provide the services at a fraction of the cost of outside vendors. LBHD took responsibility for various services including the PDTR hosting, routine operation, scheduled maintenance, and disaster recovery efforts. LBHD has been hosting the PDTR since 2009 and has not encountered any major issues. They perform occasional testing and have made several upgrades to the security infrastructure, but the PDTR systems have not required significant personnel time. Overall, this has been an economically favorable arrangement for both parties compared to proposed costs for similar outside services. The Harbor Department is interested in continuing this arrangement going forward. The Chief Information Officers from the Departments have been involved in these decisions and agree that this is the best course of action.

¹ <https://ww2.arb.ca.gov/our-work/programs/drayage-trucks-seaports-railyards>

SUBJECT: FOURTH AMENDMENT TO AGREEMENT NO. 12-3049

On December 17, 2020, the Board approved the Third Amendment to the Agreement extending it by three years to December 31, 2023. To date, the total amount paid from the Agreement is \$183,190 leaving a remaining authority of \$165,000.

Fourth Amendment – Staff recommends the approval of the proposed Fourth Amendment to extend the term of the Agreement for three additional years (Transmittal 1). The proposed cost to the Harbor Department for three years is a maximum not-to-exceed amount of \$117,000. No additional funding authority will be added to the Agreement since it has a remaining authority of \$165,000, which will be sufficient to fund the proposed extension.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval to the proposed Fourth Amendment to the Agreement between the Harbor Department and LBHD to host and maintain the PDTR, which is an administrative activity. Therefore, the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

The proposed Fourth Amendment extends the Agreement by three years through December 31, 2026. The Agreement authority is \$348,190 of which \$183,190 has been spent-to-date. The remaining \$165,000 will cover the expenditures anticipated for the amendment so no additional funds are being requested at this time.

It is anticipated that funds will be expended as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2023/2024	\$15,000
2024/2025	\$34,000
2025/2026	\$34,000
2026/2027	\$34,000
TOTAL	<u>\$117,000</u>

Funds in the current fiscal year are available in Account 59967 (Clean Truck Program Administrative Costs), Center 0330 (Environmental Management Division), Program 000 (Base Budget). Future year funds will be requested to be budgeted through the Harbor Department’s annual budgeting process.

The Harbor Department’s financial obligations for future fiscal years are contingent upon Board appropriation of funds. If any subsequent fiscal year funds are not appropriated by the Board for the work required by the agreement, the agreement would be terminated.

DATE: NOVEMBER 20, 2023

PAGE 4 OF 5

SUBJECT: FOURTH AMENDMENT TO AGREEMENT NO. 12-3049

However, such termination shall not relieve the parties of liability for any obligations previously incurred.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the Fourth Amendment as to form and legality.

DATE: NOVEMBER 20, 2023

PAGE 5 OF 5

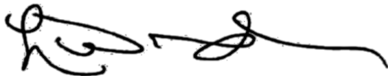
SUBJECT: FOURTH AMENDMENT TO AGREEMENT NO. 12-3049

TRANSMITTAL:

1. Fourth Amendment to Agreement No. 12-3049 between the City of Los Angeles and the City of Long Beach

FIS Approval: MB

CA Approval: SO



LISA WUNDER
Acting Director of Environmental Management

Michael DiBernardo

MICHAEL DiBERNARDO
Deputy Executive Director

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

LW:AC:mx
AUTHOR: A. COLUSO

FILE: Y:_ADMIN_BOARD REPORTS_AIR QUALITY\CTPIPOLB - PDTR Hosting\PDTR - Fourth Amendment 2023\Environmental_PDTR Fourth Amend_Board Report - FINAL.docx
UPDATED: 11/1202023 10:16 am - MRX

Transmittal 1

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

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

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

1. Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____, 2023

By: _____

Eugene D. Seroka
Executive Director

Attest: _____

Amber M. Klesges
Board Secretary

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

By: 

Date: Oct. 26, 2023

Joy M. Crose
Assistant General Counsel

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

Date: _____, 2023

By: _____

Mario Cordero
Chief Executive Officer

APPROVED AS TO FORM:
DAWN MCINTOSH, City Attorney

By: _____

Sudhir N. Lay
Deputy

Date: _____, 2023

EXHIBIT A-1

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

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

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

Detailed Cost Breakdown

Total projected future costs for this amendment are as follows:

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

Service Level Agreement Targets & Reporting

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

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

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

EXHIBIT A-1

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

Error Level Definitions:

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

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

Disaster Planning & Recovery

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

**4. RESOLUTION NO. _____ - APPROVE
REVOCABLE LICENSE NO. 2023-11 WITH LOS
ANGELES MARITIME INSTITUTE**



DATE: NOVEMBER 14, 2023

FROM: WATERFRONT & COMMERCIAL REAL ESTATE

SUBJECT: RESOLUTION NO. _____ - APPROVE REVOCABLE LICENSE
NO. 2023-11 WITH LOS ANGELES MARITIME INSTITUTE

SUMMARY:

Staff requests approval of Revocable License No. 2023-11 (License) with the Los Angeles Maritime Institute (LAMI) to allow temporary use of Berth 85 for the berthing and docking of brigantine vessels and to load and unload passengers on a non-exclusive first come basis as available. Berth 85 consists of 65,620 square feet of water and dock space. The proposed License is subject to cancellation by the City of Los Angeles Harbor Department (Harbor Department) or licensee upon 90 days' written notice.

LAMI, a California non-profit corporation, operates the TopSail Youth Program for middle and high school students, including at-risk youth, on maritime education and hands-on tall ships sailing within the Port of Los Angeles (Port). The program has been in operation at the Port since 1992. Curriculum focuses on the Port, the maritime industry, communication, teamwork, and instills responsibility, leadership, and self-esteem by providing character-building experiences. Currently under Revocable Permit 2017-006, LAMI is using Downtown Harbor Cut Slips 1 and 2 for passenger sailing.

Given the significant benefits received by the Harbor Department from the services provided by LAMI, staff requests waiving the monthly compensation. LAMI will be financially responsible for all other costs, including but not limited to utilities, equipment, labor, Port Police security, site repair and maintenance.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guidelines;
2. Find that the proposed action is in the best interest of the City of Los Angeles Harbor Department based on the value of services delivered to the community, and the compensation that would be due and owed imposes an understandable hardship;
3. Approve Revocable License No. 2023-11 with Los Angeles Maritime Institute;

DATE: NOVEMBER 14, 2023

FROM: WATERFRONT & COMMERCIAL REAL ESTATE

SUBJECT: RESOLUTION NO. _____ - APPROVE REVOCABLE LICENSE NO. 2023-11 WITH LOS ANGELES MARITIME INSTITUTE

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Given the significant benefits received by the Harbor Department from the services provided by LAMI, staff requests waiving the monthly compensation. LAMI will be financially responsible for all other costs, including but not limited to utilities, equipment, labor, Port Police security, site repair and maintenance.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guidelines;
2. Find that the proposed action is in the best interest of the City of Los Angeles Harbor Department based on the value of services delivered to the community, and the compensation that would be due and owed imposes an understandable hardship;
3. Approve Revocable License No. 2023-11 with Los Angeles Maritime Institute;

SUBJECT: REVOCABLE LICENSE NO. 2023-11 WITH LOS ANGELES MARITIME INSTITUTE

4. Authorize the Executive Director to execute and the Board Secretary to attest to Revocable License No. 2023-11; and
5. Adopt Resolution No. _____.

DISCUSSION:

Background – LAMI operates the free TopSail Youth Program for upper elementary, middle and high school students, including at-risk, under resourced youth, on maritime education and hands-on tall ships sailing within the Port of Los Angeles. TopSail Youth Program curriculum focuses on the Port, the maritime industry, communication, teamwork, and instills responsibility, leadership, and self-esteem by providing character-building experiences. LAMI also operates the free TopSail STEM and Sea Scouts/Youth program, which teaches science and job skills for youth in the local community. These programs have been in operation at the Port since 1992.

Given the benefits that LAMI provides through its free programs and operations, staff recommends waving compensation for this use.

Summary of Significant License Terms:

Effective Date – The month-to-month License (Transmittal 2) will be effective upon execution by the Executive Director and revocable upon 90 days’ written notice.

Premises – The premises consists of 65,620 square feet of water and dock space at Berth 85. Tenant is responsible for site maintenance, insurance, and upkeep.

Compensation – Compensation will be waived due to the public benefits provided to local and regional communities from LAMI’s operations.

Use – Premises will be used for the berthing and docking of brigantine vessels and to load and unload passengers on a non-exclusive first come basis, as available.

Other – LAMI will need to coordinate its sailing schedule and returns with other potential users of the premises. No advertising, scheduling, collection of money, or any other activities other than the loading and unloading of passengers and supplies are permitted. LAMI will provide a schedule of charters including passengers five business days before each intended use. The Director of Waterfront and Commercial Real Estate (Director) or designee reserves the right to deny LAMI’s request to use premises upon 24 hours written notice to licensee. LAMI’s vessels can use Berth 85 only to unload and load passengers and must return to each vessel’s primary berthing location after each trip unless another charter is scheduled within four hours of loading. At other times, LAMI’s vessels can only dock onsite for up to one hour prior to scheduled departure or one hour after arrival time. The Harbor Department will not be responsible for tenant’s inability to load or unload passengers due to unavailability of premises.

SUBJECT: REVOCABLE LICENSE NO. 2023-11 WITH LOS ANGELES MARITIME INSTITUTE

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of Revocable License No. 2023-11 with the Los Angeles Maritime Institute to allow temporary use of Berth 85 on a non-exclusive, first-come basis, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with Article III, Class 1(18)(b) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Revocable License No. 2023-11 would result in no rent being paid to the Harbor Department for LAMI's use of 65,620 square feet of water and dock space at Berth 85. Effective January 1, 2023, the monthly rate per square foot for water area space assignments was \$0.13 per square foot per month as per Tariff No. 4, Section 810.

Based upon the proposed 65,620 square foot premises under Revocable License No. 2023-11, the Harbor Department would forego rent of \$8,531 per month using the applicable Tariff No. 4 rate for water-area space assignments if LAMI was able to exclusively use these premises over the course of an entire month. Given that LAMI will be using these premises on a non-exclusive basis and given the significant public benefits observed through LAMI's non-exclusive use, staff has determined that it is appropriate to obtain no compensation for use of this space under the proposed License.

CITY ATTORNEY:

Revocable License No. 2023-11 has been reviewed and approved as to form and legality by the Office of the City Attorney.

TRANSMITTALS:

- 1. Site Map
- 2. Revocable License No. 2023-11

FIS Approval: MB
 CA Approval: SO

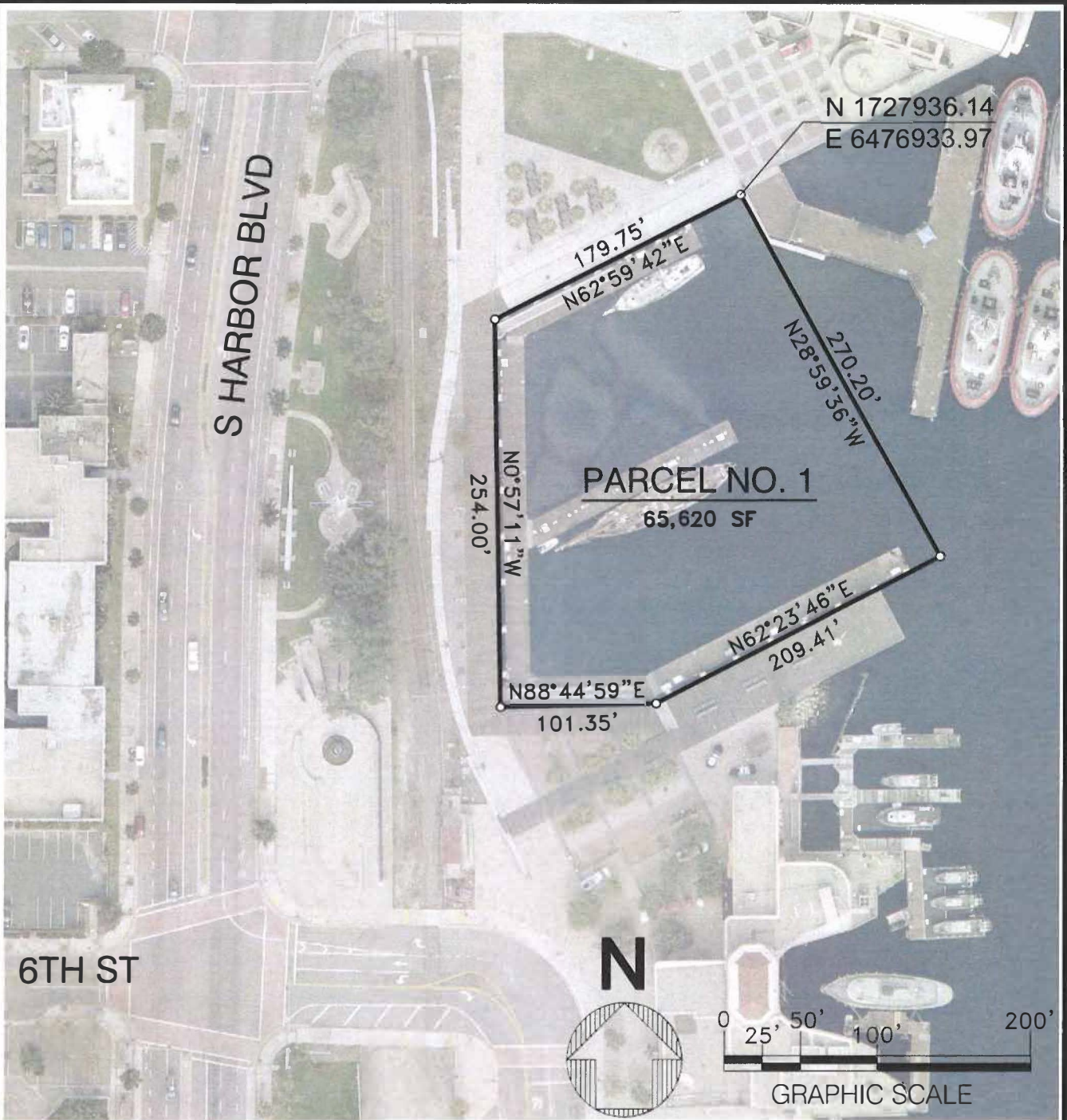
Michael J. Galvin
 MICHAEL J. GALVIN
 Director of Waterfront & Commercial Real Estate

Michael DiBernardo
 MICHAEL DiBERNARDO
 Deputy Executive Director

APPROVED:

Marla Bleavins For
 EUGENE D. SEROKA
 Executive Director

Transmittal 1



6TH ST

S HARBOR BLVD



GRAPHIC SCALE

- NOTES:**
- 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.

DWG: N:\cadd\project\A.O.W.LEASE\Signed Drawings\5-7424.dwg USER: hoangp
 DATE: Jun 14, 2023 4:35pm XREFS:\BDRY-PIER IMAGES\L6_6471_1725d\L6_6477_1725a
 POLAPR05_VER.1_12/96

SCALE: AS SHOWN	CHIEF OF DESIGN <i>Christina L. San</i>
DRAWN: P. HOANG	ASSISTANT CHIEF OF HARBOR ENGINEER <i>[Signature]</i>
CHECKED: C. SAR	
DESIGNED: P. HOANG	
ENGR/ARCH <i>Phock Hoang</i>	CHIEF HARBOR ENGINEER <i>[Signature]</i>
	6-14-23 DATE

PERMIT MAP - AUTHORITY NO. RL 2023-11

LOS ANGELES MARITIME INSTITUTE

 <p style="font-size: small;">THE PORT OF LOS ANGELES ENGINEERING DIVISION 425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309</p>	<p style="font-size: small;">DRAWING NUMBER</p> <p style="font-size: large;">5-7424</p>
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Transmittal 2

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

REVOCABLE LICENSE

No. 2023-11

The Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles ("City") hereby grants permission to Los Angeles Maritime Institute ("Assignee") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of City, acting through its Board of Harbor Commissioners ("Board"), subject to the following terms and conditions:

1. Premises. Assignee is permitted under this Revocable License to occupy and use the lands and/or waters and/or facilities designated as Parcel No. 1 consisting of sixty-five thousand six hundred twenty (65,620) square feet located at Berth 85 as delineated and more particularly described on Harbor Engineering Drawing No. 5-7424 attached hereto as Exhibit A ("Premises").

2. Permitted Use. The Premises shall be used for the berthing and docking of brigantine vessels and to load and unload passengers on a non-exclusive first come basis, as available. It will be the responsibility of Assignee to coordinate its schedule of sailings and returns with other potential users of the Premises. No advertising, scheduling, collection of money or any other activities other than the loading and unloading of passengers and supplies are permitted. Assignee shall maintain and provide to City a schedule of all charters including the number of passengers, and provide updated schedules as often as necessary to provide at least five (5) business days' prior written notice of each intended use of the Premises using the Schedule of Charter Vessels form attached as Exhibit B. The WCRE Director reserves the absolute right to deny Assignee the right to use the Premises for any or all scheduled charters upon twenty-four (24) hours' written notice to Assignee at his or her sole discretion. The WCRE Director or designee reserves the absolute right to deny any such requests for authorization at his or her sole discretion. Assignee acknowledges and agrees that, notwithstanding any expenditures Assignee may have made in preparation for its use of the Premises, City does not guarantee that the Premises shall be available for Assignee's use at any particular time. Assignee's inability to load or unload passengers on any particular day or at any particular time due to the unavailability of the Premises shall not entitle Assignee or any other person to any damages. Assignee's vessels may not arrive at or remain at the Premises other than during the time each vessel is actively loading or unloading passengers and/or supplies. Assignee's vessels must return to each vessel's primary berthing location after each trip unless the vessel is scheduled to go out within the next four hours for another charter. At any other time, any authorized vessel may only dock at the Premises for up to one hour prior to the scheduled departure or one hour after the arrival time. Assignee shall remove all trash and debris from the Premises and the adjacent areas immediately after each use of the Premises. No deviation from the Permitted Use, schedule, or authorized vessels is permitted without the prior written authorization of the WCRE Director or designee.

3. Effective and Termination Dates. This Revocable License shall become effective upon the date of its execution by the Executive Director of the Harbor Department ("Executive Director"), after approval of the Board ("Effective Date") and shall thereafter be revocable at any time by Assignee or by Executive Director upon the giving of at least ninety (90) days' written notice to the other party stating the date upon which this Revocable License shall terminate ("Termination Date"). Termination Date shall also mean the date that the Revocable License terminates in connection with Assignee's Default under Section 13, Assignee's misrepresentation under Section 22, a court decision under Section 23, or a conflict of interest under Section 24 of this Revocable License, or any termination by operation of law or any other reason. The right of Executive Director to revoke this Revocable License is and shall remain unconditional. Neither City, nor any board, officer, or employee thereof, shall be liable in any manner to Assignee because of such revocation. Assignee shall commence using the Premises for the Permitted Use within thirty (30) days from the Effective Date.

TRANSMITTAL 2

4. Compensation. For using the Premises pursuant to this Revocable License:

(a) At least thirty (30) days prior to the Effective Date, Assignee shall pay to the City's Harbor Department Zero Dollars (\$0.00) as compensation for the use of the Premises plus Zero Dollars (\$0.00) as a refundable restoration and breakage deposit.

(b) Compensation set forth in Section 4(a) of this Revocable Licenses is strictly for use and occupancy of the Premises. Assignee may incur additional charges if City provides utilities, equipment, or labor, including but not limited to security provided by the Los Angeles Port Police, where necessary to support the Permitted Use. Use of the Premises for purposes not expressly permitted under the provisions of this Revocable License, whether approved in writing by Executive Director or not, may also result in additional charges, including charges required under the Port of Los Angeles Tariff No. 4, as it may be amended or superseded ("Tariff"). Assignee agrees to pay such additional charges.

5. Utility Charges. Unless otherwise provided for herein, Assignee shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including City.

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

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

8. Maintenance and Repair. Assignee, at its sole cost and expense, shall provide sufficient dumpsters or other like containers for trash collection and disposal and keep the Premises free and clear of rubbish, debris, and litter at all times. Assignee shall perform annually, at a minimum, before the commencement of the rainy season, inspections and cleaning of any storm water catch basins (including filters), maintenance holes, and drains, maintaining the submerged land underlying any water berthing area at the Premises free and clear of debris from the wharf and from vessels, and loading and unloading operations of vessels berthed at said berths in connection with Assignee's undertaking of the Permitted Use. Assignee, at its sole cost and expense, further shall keep and maintain the Premises in a safe, clean,

and sanitary condition in accordance with all applicable federal, state, municipal, and other laws, ordinances, rules, and regulations.

Assignee shall monitor and immediately report any and all damages to the Premises, whether caused by Assignee or a third party, to the Port Police and to the WCRE Director. Assignee shall be responsible, at its sole cost and expense, for all costs, direct or indirect, associated with repairing any damage to the Premises resulting from Assignee's use of the Premises. The Harbor Department shall have the option of either making the repairs or requiring Assignee to make the repairs. If the Harbor Department makes the repairs, Assignee agrees to reimburse the Harbor Department for the City's costs incurred in making the repairs. All damage shall be presumed to be the responsibility of Assignee, and Assignee agrees to be responsible for such damage, unless Assignee can demonstrate to the satisfaction of the Executive Director that someone other than Assignee or its officers, agents, employees, customers, contractors, licensees, or other invitees caused the damage. The sufficiency of proof presented by Assignee to the Harbor Department shall be determined by the Executive Director in the Executive Director's sole judgment. Assignee shall monitor and immediately report any and all damage to the Premises and, no later than two business days after the occurrence and/or discovery of any damage to the Premises, provide to the Executive Director in writing a description of the date, time, and cause of the damage, and identity of any responsible party or parties, to the extent Assignee is able to ascertain such information.

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

10. Signs and Lighting. Assignee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Assignee obtains consent, Assignee shall also comply with the requirements of Section 9 of this Revocable License prior to erecting or displaying any signs or advertising matter on the Premises. Assignee shall further post, erect, and maintain on the Premises such signs as Executive Director may direct. All signs erected or displayed on the Premises shall comply with the regulations set forth in Section 14.4.1 *et seq.* of the Los Angeles Municipal Code. Assignee acknowledges that the Premises may lack adequate lighting for a Permitted Use and that Assignee is responsible for installing temporary or permanent lighting as it may deem necessary to perform any labor, or to protect any property stored or located on the Premises, or to otherwise use the Premises for any Permitted Use. Assignee shall comply with the requirements of Section 9 of this Revocable License prior to installing any lighting. Any lighting installed shall meet Illuminating Engineering Society / American National Standards Institute (IES/ANSI) standards.

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

Assignee agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Assignee agrees neither the department servicing the Premises nor City shall be responsible for any loss Assignee may suffer as a result of such maintenance or repair.

12. Premises Subject to Tariff. Assignee accepts the Premises and shall undertake the Permitted Use set forth in Section 2 of this Revocable License subject to each and every term and condition provided herein, and to each and every rate, term, and condition of the Tariff, as applicable to the Premises and/or the Permitted Use. Assignee represents and warrants that it has received, read, and understands the rates, terms, and conditions of the Tariff. Except as otherwise set forth in this Revocable License, Assignee is contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Revocable License and a Tariff provision. In the event of such conflict, this Revocable License shall at all times prevail.

13. Assignee Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Assignee under this Revocable License: (1) Assignee's failure to pay when due any Compensation required to be paid under this Revocable License if the failure continues for three (3) days after written notice from City; (2) Assignee's failure to perform any other obligation under this Revocable License if Assignee fails to cure the failure within three (3) days after delivery of written notice of the failure from City to Assignee; (3) Assignee's abandonment of the Premises including but not limited to (i) Assignee's absence from or failure to use the Premises or any substantial portion thereof for three (3) consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Revocable License; or (ii) if Assignee is not in default, Assignee's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Assignee, 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; (4) To the extent permitted by law (i) a general assignment by Assignee or any guarantor of the Revocable License for the benefit of the creditors without written consent of City; (ii) the filing by or against Assignee, 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 Assignee or any guarantor, unless possession is unconditionally restored to Assignee 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 Assignee located on the Premises, or of Assignee's interest in this Revocable License, unless that seizure is discharged within thirty (30) days.

(b) City's Remedies. City may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Revocable License. City's remedies are cumulative and not inclusive. Nothing herein shall imply that City's right to terminate this Revocable License as provided in Sections 22 and 24 of this Revocable License is limited in any way. All personal property that remains on the Premises after Assignee vacates the Premises shall become the property of City at City's option.

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, Assignee, at Assignee's sole cost and expense, shall comply with all applicable federal, state, county, 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 Assignee'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 15(c)), the Premises, and/or Assignee's use and/or occupancy thereof.

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

(c) Assignee shall not cause or permit any Environmentally Regulated Material, as defined in this Section 15(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 2 of this Revocable License, if any. Assignee shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Assignee'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) Assignee 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"), whether caused by Assignee or any third-party during Assignee'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 City, 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, Assignee shall also comply with any other conditions reasonably imposed by City. If Assignee knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about the Premises, Assignee shall immediately give written notice to City.

(e) Assignee 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. For purposes of CERCLA, and any and all other Applicable Laws, Assignee shall be considered the owner and operator. Assignee agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Assignee as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Assignee and that Assignee shall indemnify and hold City 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. City, at its sole option, may pay such claims, damages, fines, penalties, and/or judgments resulting from Assignee's noncompliance with any of the aforementioned authorities, and Assignee shall indemnify and reimburse City for any such payments.

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

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

(h) Assignee shall implement City's Harbor 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 Revocable License, Assignee's obligations in this Section 14 shall survive the Termination Date of this Revocable License.

15. **Restoration and Surrender of Premises.** Upon the termination of this Revocable License, Assignee shall quit and surrender occupancy and use of the Premises to City and shall, without cost to City, remove any and all its property and restore the Premises to the same or as good condition as the same were in at the time of the first occupancy thereof by Assignee. Assignee may incur additional charges and/or forfeit any deposit if Assignee fails to fully restore the Premises to the satisfaction of the Executive Director prior to the termination of this Revocable License.

16. **Compensation During Restoration.** Assignee understands and agrees it is responsible for complete restoration of the Premises before the Termination Date, as provided in this Revocable License and under Applicable Laws, including but not limited to the clean-up of any Contamination in, on or about the Premises. If, for any reason, such restoration is not completed before the Termination Date, then Assignee is obligated to pay City compensation during such restoration period, in an amount equal to the then fair market rental value of the Premises and City's Harbor Department's then established rate of return as determined by City; however, said compensation amount shall not be less than the Compensation paid by Assignee at the time of the Termination Date. Assignee also agrees to provide City a surety bond, in an amount determined by Executive Director, in his or her sole reasonable discretion, to assure removal of Contamination from the Premises at any time City demands such bond.

17. **Indemnity.**

(a) Except as may arise from the sole negligence or willful misconduct of City, Assignee shall at all times relieve, indemnify, protect, and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(i) Any dangerous, hazardous, unsafe, or defective condition of, in, or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Assignee and its officers, agents, employees, assignees, or invitees;

(ii) Any operation conducted upon, or any use or occupation of, the Premises by Assignee and its officers, agents, employees, assignees, or invitees under or pursuant to the provisions of this Revocable License or otherwise;

(iii) Any act, error, omission, willful misconduct, or negligence of Assignee and its officers, agents, employees, assignees, or invitees, arising from the use, operation, or occupancy of the Premises, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto;

(iv) Any failure of Assignee and its officers, agents, or employees to comply with any of the terms or conditions of this Revocable License or any Applicable Laws; or

(v) The conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (i), (ii), (iii) and (iv) above, existing or conducted upon or arising from the use or occupation by Assignee or its invitees on any other premises within the Harbor District, as defined in the Charter of City.

(b) Assignee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in this Section 17. The term "persons" as used in this Section 17 shall include, but not be limited to, officers and employees of Assignee.

(c) Assignee shall also indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees) which arise during or after the term of this Revocable License as a result of Contamination for which Assignee is otherwise responsible for under the terms of this Revocable License. This indemnification of City by Assignee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state, or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

(d) The indemnity obligations under this Section 17 shall survive the Termination Date of this Revocable License and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

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

(a) Commercial general liability or marine 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 City if a Best's Rating is not available) with Assignee's normal limits of liability, but not less than Three Million Dollars (\$3,000,000) for injury or death to one or more persons out of each accident or occurrence and Three Million Dollars (\$3,000,000) for bodily injury and property damage for each occurrence / Six Million Dollars (\$6,000,000) general aggregate.

(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.

(c) Hull and machinery coverage up to the value of each vessel Assignee or any Sub-Assignee operates at the Premises and watercraft protection and indemnity coverage with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another including masters and members of the vessel crew, and Jones Act risks or equivalent thereto internationally. City shall be named as an Additional Insured.

(d) In addition to and concurrently with the aforesaid insurance coverage, Assignee shall also secure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000.00), covering legal liability of

Assignee and/or Sub-Assignee for damage or destruction to the works, buildings, and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board, with waiver of subrogation in favor of Assignee and/or Sub-Assignee so long as permitted by Board's fire insurance policy, upon thirty (30) days' prior written notice thereof to Assignee and/or Sub-Assignee at any time during the term of this Revocable License. Neither City nor Board should be named as additional insureds on this policy.

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

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

(g) Policies submitted pursuant to Section 18 of this Revocable License 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 all the insureds, including any sole negligence of the additional insureds, under Revocable License No. 2023-10, and under any amendments, modifications, extensions, or renewals of said Revocable License regardless of whether such contractual obligations, operations, uses, occupations, acts, and activities occur on the Premises or elsewhere."

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

(h) Assignee shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this Revocable License in accordance with Section 3700 of the California Labor Code. Assignee and/or Sub-Assignee shall file with City one of the following:

(i) A certificate of consent to self-insure issued by the Director of Industrial Relations, State of California;

(ii) A certificate of Workers' Compensation insurance issued by an admitted carrier; or

(iii) An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

Such documents shall be filed prior to Assignee's occupancy of the Premises. Where Assignee has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Assignee shall furnish proof of such coverage to City. It is suggested that Assignee consult with an insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(i) All insurance procured by Assignee shall comply with the following:

(i) For each insurance policy described above, Assignee shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason. Such notice shall be in writing sent via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S Palos Verdes Street, San Pedro, California 90731.

(ii) Electronic submission is the required method of submitting Assignee's insurance documents. KwikComply 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. Assignee's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Assignee's.

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

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

(v) Upon request by City, Assignee must furnish a copy of the binder of insurance and/or full certified copies of any or all policies of insurance required herein. Assignee's obligation to provide such copies shall survive the Termination Date regardless of whether City's request is made prior to or after the Termination Date.

(vi) Assignee shall report in writing to Executive Director within fifteen (15) days after it, its officers, or its managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Assignee's and/or Sub-Assignee's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other information as may be known to Assignee, its officers, or its managing agents.

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

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

21. Transfer of Stock. If Assignee is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Assignee is traded during any calendar year after filing its application for this Revocable License, Assignee shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Assignee is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of Assignee's stock is transferred, whether by one or by means of successive transfers, regardless of whether Assignee is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of Section 19 of this Revocable License. Any such transfer shall void this Revocable License. Such a transfer is agreed to be a breach of this Revocable License which shall entitle the Executive Director to immediately terminate this Revocable License by giving written notice thereof.

22. Termination for Misrepresentations. This Revocable License is granted pursuant to an application filed by Assignee with City. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Revocable License, Executive Director may terminate this Revocable License immediately upon written notice to Assignee.

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

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

25. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Revocable License, 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 City: 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 Assignee: Los Angeles Maritime Institute
Berth 73, Suite 2
San Pedro, California 90731
Attention: Bruce Heyman

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

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

27. No Waiver. No waiver by either party at any time of any terms or conditions of this Revocable License shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of compensation by City shall not be deemed a waiver of any other breach by Assignee of any term or condition of this Revocable License other than the failure of Assignee to timely make any particular compensation payment so accepted. No breach of a covenant, term, or condition of this Revocable License will be deemed to have been waived by City unless the waiver is in writing and executed by City.

28. Joint and Several Obligations of Assignee. If more than one individual or entity comprises Assignee, the obligations imposed on each individual or entity that comprises Assignee under this Revocable License shall be joint and several.

29. Time of the Essence. Time is of the essence in this Revocable License.

30. Nondiscrimination and Affirmative Action Provisions. Assignee 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 Revocable License shall contain this provision.

31. 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. Assignee 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 Revocable License.

32. 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. Assignee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

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

34. 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 as a policy of City's Harbor Department. Assignee shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

35. Business Tax Registration Certification. Assignee 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. Assignee shall provide City evidence that all such Certificates have been obtained. Assignee 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.

36. Wilmington Truck Route. It is recognized by both parties that Assignee may not directly control any trucks serving the Premises. However, Assignee 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. The Wilmington Truck Route may be modified from time to time at the sole discretion of Executive Director with written notice to Assignee.

37. State Tidelands Act. This Revocable License, the Premises, and Assignee'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. Assignee 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.

38. Section Headings. Section headings used in this Revocable License are merely descriptive and not intended to alter the terms and conditions of the sections.

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

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

41. Governing Law and Venue. This Revocable License 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 Revocable License 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, by
its Board of Harbor Commissioners

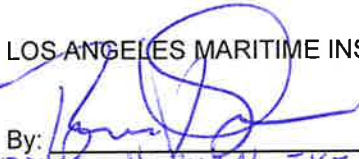
DATED: _____

By _____
Executive Director

Attest: _____
Board Secretary

The undersigned Assignee hereby accepts the foregoing Revocable License and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof, including those set forth in any addendum.

DATED: 8/16/23

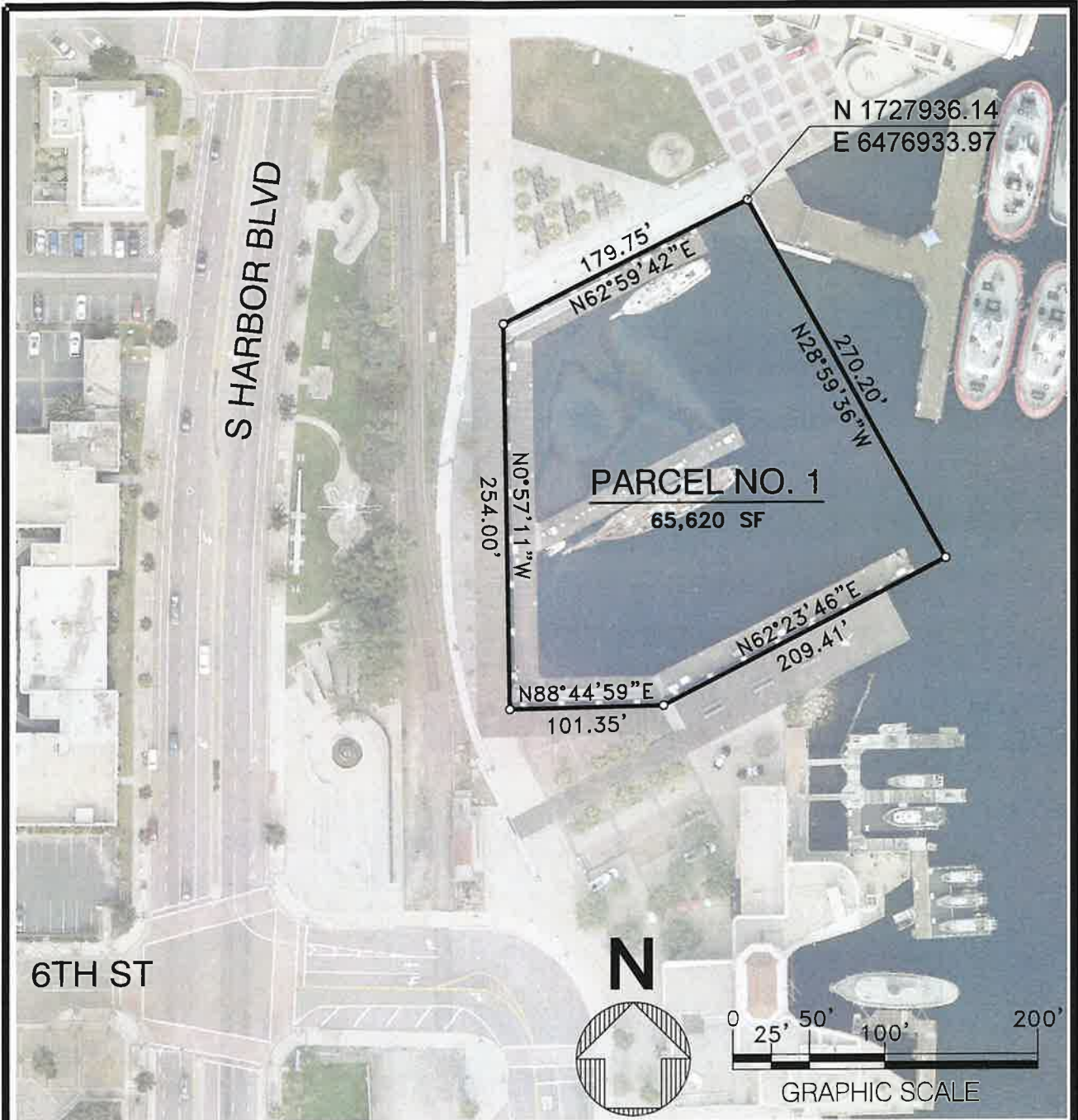
LOS ANGELES MARITIME INSTITUTE
By: 
BRUCE HAYMAN, EXECUTIVE
Type/Print Name and Title

By: 
Elicia Bulanova Executive
Type/Print Name and Title *administrator*

APPROVED AS TO FORM AND LEGALITY

October 4, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: 
JANET KARKANEN, Deputy



NOTES:

- 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.

SCALE: AS SHOWN		CHIEF OF DESIGN <i>Christina L. Sa</i>		PERMIT MAP - AUTHORITY NO. RL 2023-11	
DRAWN: P. HOANG		ASSISTANT CHIEF OF HARBOR ENGINEER <i>[Signature]</i>		LOS ANGELES MARITIME INSTITUTE	
CHECKED: C. SAR		ENGR/ARCH <i>[Signature]</i>		DRAWING NUMBER	
DESIGNED: P. HOANG		CHIEF HARBOR ENGINEER <i>[Signature]</i>		5-7424	
DATE: 6-14-23		DATE: 6-14-23		THE PORT OF LOS ANGELES ENGINEERING DIVISION 125 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309	

DWG: N:\cad\projects\6\0\WLEAS\Signed Drawings\5-7424.dwg USER: hhoang
 DATE: Jun 14, 2023 4:35pm XREFS: BDRY_PIER_IMAGES.LG_0471_17250.LG_0477_17253
 POLAPRO5_VER.1_12/96

Exhibit A

PORT OF LOS ANGELES
 425 S. PALOS VERDES STREET, SAN PEDRO, CA 90731
 SCHEDULE OF LAMI CHARTER VESSELS

Transmitted herewith is the upcoming charter vessel information for _____.
 Updates to the schedule, if any, will be provided no later than five (5) business days from the
 departure/arrival of additional vessels calling at the Downtown Harbor.

Notice of cancellations will also be provided as soon as cancellations are made.

Vessel Name	Date	Day	Time In	Time Out	Name of Organization/Group	Passenger Count

Date Submitted: _____

Los Angeles Maritime Institute

Date Approved: _____

Approved: _____

Michael J. Galvin

Director of Waterfront & Commercial Real Estate

**5. RESOLUTION NO. _____ - APPROVE
REVOCABLE LICENSE NO. 2023-12 WITH LOS
ANGELES MARITIME INSTITUTE**



THE PORT
OF LOS ANGELES
Executive Director's
Report to the

Board of Harbor Commissioners

DATE: NOVEMBER 14, 2023

FROM: WATERFRONT & COMMERCIAL REAL ESTATE

**SUBJECT: RESOLUTION NO. _____ - APPROVE REVOCABLE LICENSE
NO. 2023-12 WITH LOS ANGELES MARITIME INSTITUTE**

SUMMARY:

Staff requests approval of Revocable License No. 2023-12 (License) with the Los Angeles Maritime Institute (LAMI) to allow temporary use of Berth 73 for the berthing and docking of brigantine vessels as well as small-scale maintenance activities for the brigantine vessels on a non-exclusive basis. Berth 73 consists of 36,570 square feet of water and dock space. The proposed License is subject to cancellation by the City of Los Angeles Harbor Department (Harbor Department) or licensee upon 90 days' written notice. This License is expected to be terminated in the next 12-18 months upon delivery of the property to the San Pedro Public Market otherwise known as West Harbor.

LAMI, a California non-profit corporation, operates the TopSail Youth Program for middle and high school students, including at-risk youth, on maritime education and hands-on tall ships sailing within the Port of Los Angeles (Port). The program has been in operation at the Port since 1992. Curriculum focuses on the Port, the maritime industry, communication, teamwork, and instills responsibility, leadership, and self-esteem by providing character-building experiences. Currently under Revocable Permit 2017-006, LAMI is using Downtown Harbor Cut Slips 1 and 2 for passenger sailing.

Given the significant benefits received by the Harbor Department from the services provided by LAMI, staff requests waiving the monthly compensation. LAMI will be financially responsible for all other costs, including but not limited to utilities, equipment, labor, security, site repair and maintenance.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guidelines;
2. Find that the proposed action is in the best interest of the City of Los Angeles Harbor Department based on the value of services delivered to the, and the compensation that would be due and owed imposes an understandable hardship;
3. Approve proposed Revocable License No. 2023-12 with Los Angeles Maritime Institute;

SUBJECT: REVOCABLE LICENSE NO. 2023-12 WITH LOS ANGELES MARITIME INSTITUTE

- 4. Authorize the Executive Director to execute and the Board Secretary to attest to Revocable License No. 2023-12; and
- 5. Adopt Resolution No. _____.

DISCUSSION:

Background – LAMI operates the free TopSail Youth Program for upper elementary, middle and high school students, including at-risk, under resourced youth, on maritime education and hands-on tall ships sailing within the Port of Los Angeles. TopSail Youth Program curriculum focuses on the Port, the maritime industry, communication, teamwork, and instills responsibility, leadership, and self-esteem by providing character-building experiences. LAMI also operates the free TopSail STEM and Sea Scouts/Youth program, which teaches science and job skills for youth in the local community. These programs have been in operation at the Port since 1992.

Given the benefits that LAMI provides through its free programs and operations, staff recommends waving compensation for this use.

Summary of Significant License Terms

Effective Date – The month-to-month License (Transmittal 2) will be effective upon execution by the Executive Director and revocable upon 90 days’ written notice.

Premises – The premises consists of 36,570 square feet of water and dock space located at Berth 73. Tenant is responsible for site maintenance, insurance, and upkeep.

Compensation – Compensation will be waived due to the public benefit provided to local and regional community from LAMI’s operations.

Use – The premises will be used for the berthing and docking of brigantine vessels, and small scale maintenance activities related to the brigantine vessels.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of Revocable License No. 2023-12 with the Los Angeles Maritime Institute to allow temporary use of Berth 73 on a non-exclusive, first-come basis, which is an issuance of berth or space assignment for a municipal wharf. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with Article III, Class 1(18)(b) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Revocable License No. 2023-12 would result in no compensation being paid to the Harbor Department for LAMI’s use of 36,570 square feet of water and dock space at Berth 73. Effective January 1, 2023, the monthly rate per square foot for water area space assignments was \$0.13 per square foot per month as per Tariff No. 4, Section 810.

SUBJECT: REVOCABLE LICENSE NO. 2023-12 WITH LOS ANGELES MARITIME INSTITUTE

Based upon the proposed 36,570 square foot premises under Revocable License No. 2023-12, the Harbor Department would forego compensation of \$4,754 per month using the applicable Tariff No. 4 rate for water-area space assignments if LAMI was able to exclusively use these premises over the course of an entire month. Given that LAMI will be using these premises on a non-exclusive basis and given the significant public benefits observed through LAMI's non-exclusive use, staff has determined that it is appropriate to obtain no compensation for use of this space under the proposed License.

CITY ATTORNEY:

Revocable License No. 2023-12 has been reviewed and approved as to form and legality by the Office of the City Attorney.

TRANSMITTALS:

- 1. Site Map
- 2. Revocable License No. 2023-12

FIS Approval: MB
 CA Approval: SO

Michael J. Galvin
 MICHAEL J. GALVIN
 Director of Waterfront & Commercial Real Estate

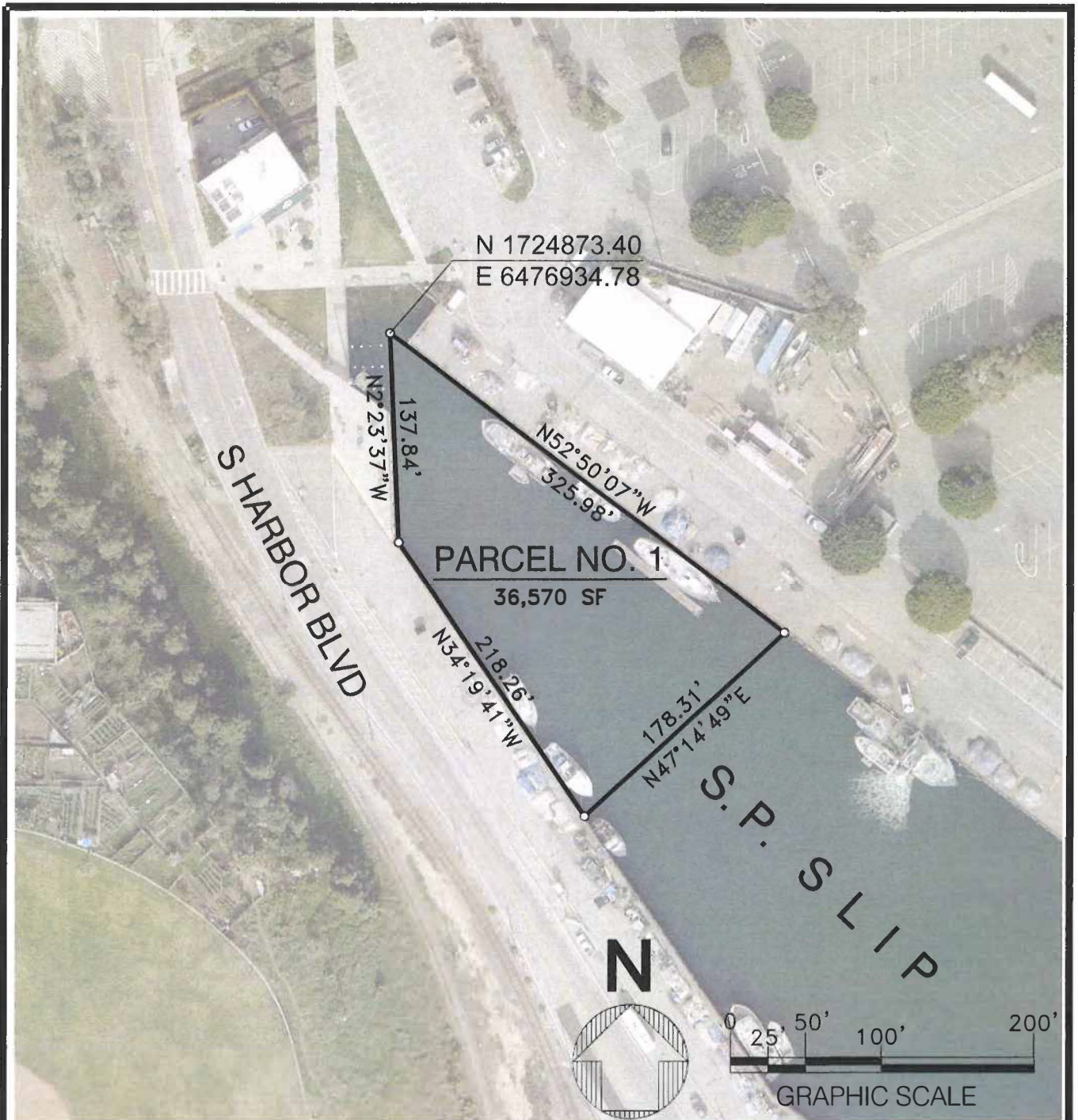
Michael DiBernardo
 MICHAEL DiBERNARDO
 Deputy Executive Director

APPROVED:

Marla Bleavins For
 EUGENE D. SEROKA
 Executive Director

ES:MD:MG:HP:MS:CK:db
 Author: Charles Kuan
 G:\Board Letters\BL 1008db LAMI RL 2023-12\BL 1008db.docx

Transmittal 1



NOTES:

- 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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DWG: N:\cadd\project\B.O.W\LEASE\Signed Drawings\5-7425.dwg USER: hcar99
 DATE: Jun 14, 2023 4:34pm XREFS: BDRY-PIER IMAGES\16_0471_1720c.LG_0471_1720b
 POLAPRO5_VER.1_12/96

SCALE: AS SHOWN	CHIEF OF DESIGN <i>Christina L. Sa</i>
DRAWN: P. HOANG	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Paul Card</i>
CHECKED: C. SAR	
DESIGNED: P. HOANG	
ENGR/ARCH <i>Phoek Hoang</i>	CHIEF HARBOR ENGINEER <i>D. J. [Signature]</i> DATE: 6-14-23

PERMIT MAP - AUTHORITY NO. RL 2023-12
LOS ANGELES MARITIME INSTITUTE

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

DRAWING NUMBER
5-7425

Transmittal 2

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

REVOCABLE LICENSE

No. 2023-12

The Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles ("City") hereby grants permission to Los Angeles Maritime Institute ("Assignee") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of City, acting through its Board of Harbor Commissioners ("Board"), subject to the following terms and conditions:

1. Premises. Assignee is permitted under this Revocable License to occupy and use the lands and/or waters and/or facilities designated as Parcel No. 1 consisting of thirty-six thousand five hundred seventy (36,570) square feet located at Berth 73 as delineated and more particularly described on Harbor Engineering Drawing No. 5-7425 attached hereto as Exhibit A ("Premises").

2. Permitted Use. The Premises shall be used for the berthing and docking of brigantine vessels, and small-scale maintenance activities related to the brigantine vessels, on a non-exclusive first come basis, as available. It will be the responsibility of Assignee to coordinate its use of the Premises with other potential users of the Premises. No advertising, scheduling, collection of money, loading or unloading of passengers, or any other activities are permitted.

3. Effective and Termination Dates. This Revocable License shall become effective upon the date of its execution by the Executive Director of the Harbor Department ("Executive Director"), after approval of the Board ("Effective Date") and shall thereafter be revocable at any time by Assignee or by Executive Director upon the giving of at least ninety (90) days' written notice to the other party stating the date upon which this Revocable License shall terminate ("Termination Date"). Termination Date shall also mean the date that the Revocable License terminates in connection with Assignee's Default under Section 13, Assignee's misrepresentation under Section 22, a court decision under Section 23, or a conflict of interest under Section 24 of this Revocable License, or any termination by operation of law or any other reason. The right of Executive Director to revoke this Revocable License is and shall remain unconditional. Neither City, nor any board, officer, or employee thereof, shall be liable in any manner to Assignee because of such revocation. Assignee shall commence using the Premises for the Permitted Use within thirty (30) days from the Effective Date.

4. Compensation. For using the Premises pursuant to this Revocable License:

(a) At least thirty (30) days prior to the Effective Date, Assignee shall pay to the City's Harbor Department Zero Dollars (\$0.00) as compensation for the use of the Premises plus Zero Dollars (\$0.00) as a refundable restoration and breakage deposit.

(b) Compensation set forth in Section 4(a) of this Revocable License is strictly for use and occupancy of the Premises. Assignee may incur additional charges if City provides utilities, equipment, or labor, including but not limited to security provided by the Los Angeles Port Police, where necessary to support the Permitted Use. Use of the Premises for purposes not expressly permitted under the provisions of this Revocable License, whether approved in writing by Executive Director or not, may also result in additional charges, including charges required under the Port of Los Angeles Tariff No. 4, as it may be amended or superseded ("Tariff"). Assignee agrees to pay such additional charges.

5. Utility Charges. Unless otherwise provided for herein, Assignee shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including City.

6. Rights-of-Way. This Revocable License 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

TRANSMITTAL 2

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

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

8. Maintenance and Repair. Assignee, at its sole cost and expense, shall keep and maintain the Premises in a safe, clean, and sanitary condition to the satisfaction of the Executive Director and in accordance with all applicable federal, state, municipal, and other laws, ordinances, rules, and regulations. Public walkways and other areas shall be kept free of all obstructions at all times.

Assignee shall monitor and immediately report any and all damages to the Premises, whether caused by Assignee or a third party, to the Port Police and to the WCRE Director. Assignee shall be responsible, at its sole cost and expense, for all costs, direct or indirect, associated with repairing any damage to the Premises resulting from Assignee's use of the Premises. The Harbor Department shall have the option of either making the repairs or requiring Assignee to make the repairs. If the Harbor Department makes the repairs, Assignee agrees to reimburse the Harbor Department for the City's costs incurred in making the repairs. All damage shall be presumed to be the responsibility of Assignee, and Assignee agrees to be responsible for such damage, unless Assignee can demonstrate to the satisfaction of the Executive Director that someone other than Assignee or its officers, agents, employees, customers, contractors, licensees, or other invitees caused the damage. The sufficiency of proof presented by Assignee to the Harbor Department shall be determined by the Executive Director in the Executive Director's sole judgment. Assignee shall monitor and immediately report any and all damage to the Premises and, no later than two business days after the occurrence and/or discovery of any damage to the Premises, provide to the Executive Director in writing a description of the date, time, and cause of the damage, and identity of any responsible party or parties, to the extent Assignee is able to ascertain such information.

9. Alterations on Premises. Assignee shall not construct on or alter ("Alteration") the Premises, including a change in the grade, without first obtaining City's written approval and a Harbor Engineer Permit. Assignee shall submit to City 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 City's Harbor Department pursuant to the California Environmental Quality Act (CEQA) and the certified Port Master Plan. City's Chief Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans, and specifications. Assignee, 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

Assignee pursuant to this Revocable License shall be at Assignee's sole expense. Assignee shall keep the Premises free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto. Assignee 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, Assignee 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.

10. Signs and Lighting. Assignee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Assignee obtains consent, Assignee shall also comply with the requirements of Section 9 of this Revocable License prior to erecting or displaying any signs or advertising matter on the Premises. Assignee shall further post, erect, and maintain on the Premises such signs as Executive Director may direct. All signs erected or displayed on the Premises shall comply with the regulations set forth in Section 14.4.1 *et seq.* of the Los Angeles Municipal Code. Assignee acknowledges that the Premises may lack adequate lighting for a Permitted Use and that Assignee is responsible for installing temporary or permanent lighting as it may deem necessary to perform any labor, or to protect any property stored or located on the Premises, or to otherwise use the Premises for any Permitted Use. Assignee shall comply with the requirements of Section 9 of this Revocable License prior to installing any lighting. Any lighting installed shall meet Illuminating Engineering Society / American National Standards Institute (IES/ANSI) standards.

11. Immediate Access to Repair / Maintain Premises. Assignee is aware that City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Assignee agrees to relocate, at its expense, all of its equipment and other personal property to provide such personnel adequate access. Assignee agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Assignee agrees neither the department servicing the Premises nor City shall be responsible for any loss Assignee may suffer as a result of such maintenance or repair.

12. Premises Subject to Tariff. Assignee accepts the Premises and shall undertake the Permitted Use set forth in Section 2 of this Revocable License subject to each and every term and condition provided herein, and to each and every rate, term, and condition of the Tariff, as applicable to the Premises and/or the Permitted Use. Assignee represents and warrants that it has received, read, and understands the rates, terms, and conditions of the Tariff. Except as otherwise set forth in this Revocable License, Assignee is contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Revocable License and a Tariff provision. In the event of such conflict, this Revocable License shall at all times prevail.

13. Assignee Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Assignee under this Revocable License: (1) Assignee's failure to pay when due any Compensation required to be paid under this Revocable License if the failure continues for three (3) days after written notice from City; (2) Assignee's failure to perform any other obligation under this Revocable License if Assignee fails to cure the failure within three (3) days after delivery of written notice of the failure from City to Assignee; (3) Assignee's abandonment of the Premises including but not limited to (i) Assignee's absence from or failure to use the Premises or any substantial portion thereof for three (3) consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Revocable License; or (ii) if Assignee is not in default, Assignee's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Assignee, 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; (4) To the extent permitted by law (i) a general assignment by Assignee or any guarantor of the Revocable License for the benefit of the creditors without written consent of City; (ii) the filing by or

against Assignee, 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 Assignee or any guarantor, unless possession is unconditionally restored to Assignee 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 Assignee located on the Premises, or of Assignee's interest in this Revocable License, unless that seizure is discharged within thirty (30) days.

(b) City's Remedies. City may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Revocable License. City's remedies are cumulative and not inclusive. Nothing herein shall imply that City's right to terminate this Revocable License as provided in Sections 22 and 24 of this Revocable License is limited in any way. All personal property that remains on the Premises after Assignee vacates the Premises shall become the property of City at City's option.

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, Assignee, at Assignee's sole cost and expense, shall comply with all applicable federal, state, county, 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 Assignee'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 15(c)), the Premises, and/or Assignee's use and/or occupancy thereof.

(b) It is the parties' intent that Assignee will make, at Assignee's sole cost and expense, any and all alterations, improvements, and changes, whether structural or nonstructural, that are required by Applicable Laws. In addition, Assignee shall comply immediately with all applicable environmental policies,

rules, and directives of City's Harbor Department, known as the Port Environmental Policies. This Revocable License shall be construed in accordance with California law.

(c) Assignee shall not cause or permit any Environmentally Regulated Material, as defined in this Section 15(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 2 of this Revocable License, if any. Assignee shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Assignee'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) Assignee 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"), whether caused by Assignee or any third-party during Assignee'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 City, 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, Assignee shall also comply with any other conditions reasonably imposed by City. If Assignee knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about the Premises, Assignee shall immediately give written notice to City.

(e) Assignee 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. For purposes of CERCLA, and any and all other Applicable Laws, Assignee shall be considered the owner and operator. Assignee agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Assignee as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Assignee and that Assignee shall indemnify and hold City 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. City, at its sole option, may pay such

claims, damages, fines, penalties, and/or judgments resulting from Assignee's noncompliance with any of the aforementioned authorities, and Assignee shall indemnify and reimburse City for any such payments.

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

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

(h) Assignee shall implement City's Harbor 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 Revocable License, Assignee's obligations in this Section 14 shall survive the Termination Date of this Revocable License.

15. Restoration and Surrender of Premises. Upon the termination of this Revocable License, Assignee shall quit and surrender occupancy and use of the Premises to City and shall, without cost to City, remove any and all its property and restore the Premises to the same or as good condition as the same were in at the time of the first occupancy thereof by Assignee. Assignee may incur additional charges and/or forfeit any deposit if Assignee fails to fully restore the Premises to the satisfaction of the Executive Director prior to the termination of this Revocable License.

16. Compensation During Restoration. Assignee understands and agrees it is responsible for complete restoration of the Premises before the Termination Date, as provided in this Revocable License and under Applicable Laws, including but not limited to the clean-up of any Contamination in, on or about the Premises. If, for any reason, such restoration is not completed before the Termination Date, then Assignee is obligated to pay City compensation during such restoration period, in an amount equal to the then fair market rental value of the Premises and City's Harbor Department's then established rate of return as determined by City; however, said compensation amount shall not be less than the Compensation paid

by Assignee at the time of the Termination Date. Assignee also agrees to provide City a surety bond, in an amount determined by Executive Director, in his or her sole reasonable discretion, to assure removal of Contamination from the Premises at any time City demands such bond.

17. Indemnity.

(a) Except as may arise from the sole negligence or willful misconduct of City, Assignee shall at all times relieve, indemnify, protect, and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(i) Any dangerous, hazardous, unsafe, or defective condition of, in, or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Assignee and its officers, agents, employees, assignees, or invitees;

(ii) Any operation conducted upon, or any use or occupation of, the Premises by Assignee and its officers, agents, employees, assignees, or invitees under or pursuant to the provisions of this Revocable License or otherwise;

(iii) Any act, error, omission, willful misconduct, or negligence of Assignee and its officers, agents, employees, assignees, or invitees, arising from the use, operation, or occupancy of the Premises, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto;

(iv) Any failure of Assignee and its officers, agents, or employees to comply with any of the terms or conditions of this Revocable License or any Applicable Laws; or

(v) The conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (i), (ii), (iii) and (iv) above, existing or conducted upon or arising from the use or occupation by Assignee or its invitees on any other premises within the Harbor District, as defined in the Charter of City.

(b) Assignee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in this Section 17. The term "persons" as used in this Section 17 shall include, but not be limited to, officers and employees of Assignee.

(c) Assignee shall also indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees) which arise during or after the term of this Revocable License as a result of Contamination for which Assignee is otherwise responsible for under the terms of this Revocable License. This indemnification of City by Assignee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state, or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

(d) The indemnity obligations under this Section 17 shall survive the Termination Date of this Revocable License and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

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

(a) Commercial general liability or marine 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 City if a Best's Rating is not available) with Assignee's normal limits of liability, but not less than Three Million Dollars (\$3,000,000) for injury or death to one or more persons out of each accident or occurrence and Three Million Dollars (\$3,000,000) for bodily injury and property damage for each occurrence / Six Million Dollars (\$6,000,000) general aggregate.

(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.

(c) Hull and machinery coverage up to the value of each vessel Assignee or any Sub-Assignee operates at the Premises and watercraft protection and indemnity coverage with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another including masters and members of the vessel crew, and Jones Act risks or equivalent thereto internationally. City shall be named as an Additional Insured.

(d) In addition to and concurrently with the aforesaid insurance coverage, Assignee shall also secure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000.00), covering legal liability of Assignee and/or Sub-Assignee for damage or destruction to the works, buildings, and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board, with waiver of subrogation in favor of Assignee and/or Sub-Assignee so long as permitted by Board's fire insurance policy, upon thirty (30) days' prior written notice thereof to Assignee and/or Sub-Assignee at any time during the term of this Revocable License. Neither City nor Board should be named as additional insureds on this policy.

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

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

(g) Policies submitted pursuant to Section 18 of this Revocable License 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 all the insureds, including any sole negligence of the additional insureds, under Revocable License No. 2023-10, and under any amendments, modifications, extensions, or renewals of said Revocable License regardless of whether such contractual obligations, operations, uses, occupations, acts, and activities occur on the Premises or elsewhere."

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

(h) Assignee shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this Revocable License in accordance with Section 3700 of the California Labor Code. Assignee and/or Sub-Assignee shall file with City one of the following:

(i) A certificate of consent to self-insure issued by the Director of Industrial Relations, State of California;

(ii) A certificate of Workers' Compensation insurance issued by an admitted carrier; or

(iii) An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

Such documents shall be filed prior to Assignee's occupancy of the Premises. Where Assignee has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Assignee shall furnish proof of such coverage to City. It is suggested that Assignee consult with an insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(i) All insurance procured by Assignee shall comply with the following:

(i) For each insurance policy described above, Assignee shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason. Such notice shall be in writing sent via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S Palos Verdes Street, San Pedro, California 90731.

(ii) Electronic submission is the required method of submitting Assignee's insurance documents. KwikComply 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. Assignee's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Assignee's.

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

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

(v) Upon request by City, Assignee must furnish a copy of the binder of insurance and/or full certified copies of any or all policies of insurance required herein. Assignee's obligation to provide such copies shall survive the Termination Date regardless of whether City's request is made prior to or after the Termination Date.

(vi) Assignee shall report in writing to Executive Director within fifteen (15) days after it, its officers, or its managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Assignee's and/or Sub-Assignee's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other information as may be known to Assignee, its officers, or its managing agents.

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

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

21. Transfer of Stock. If Assignee is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Assignee is traded during any calendar year after filing its application for this Revocable License, Assignee shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Assignee is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of Assignee's stock is transferred, whether by one or by means of

successive transfers, regardless of whether Assignee is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of Section 19 of this Revocable License. Any such transfer shall void this Revocable License. Such a transfer is agreed to be a breach of this Revocable License which shall entitle the Executive Director to immediately terminate this Revocable License by giving written notice thereof.

22. Termination for Misrepresentations. This Revocable License is granted pursuant to an application filed by Assignee with City. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Revocable License, Executive Director may terminate this Revocable License immediately upon written notice to Assignee.

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

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

25. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Revocable License, 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 City: 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 Assignee: Los Angeles Maritime Institute
Berth 73, Suite 2
San Pedro, California 90731
Attention: Bruce Heyman

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

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

27. No Waiver. No waiver by either party at any time of any terms or conditions of this Revocable License shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of compensation by City shall not be deemed a waiver of any other breach by Assignee of any term or condition of this Revocable License other than the failure of Assignee to timely make any particular compensation payment so accepted. No breach of a covenant, term, or condition of this Revocable License will be deemed to have been waived by City unless the waiver is in writing and executed by City.

28. Joint and Several Obligations of Assignee. If more than one individual or entity comprises Assignee, the obligations imposed on each individual or entity that comprises Assignee under this Revocable License shall be joint and several.

29. Time of the Essence. Time is of the essence in this Revocable License.

30. Nondiscrimination and Affirmative Action Provisions. Assignee 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 Revocable License shall contain this provision.

31. 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. Assignee 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 Revocable License.

32. 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. Assignee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

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

34. 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 as a policy of City's Harbor Department. Assignee shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

35. Business Tax Registration Certification. Assignee 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. Assignee shall provide City evidence that all

such Certificates have been obtained. Assignee 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.

36. Wilmington Truck Route. It is recognized by both parties that Assignee may not directly control any trucks serving the Premises. However, Assignee 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. The Wilmington Truck Route may be modified from time to time at the sole discretion of Executive Director with written notice to Assignee.

37. State Tidelands Act. This Revocable License, the Premises, and Assignee'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. Assignee 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.

38. Section Headings. Section headings used in this Revocable License are merely descriptive and not intended to alter the terms and conditions of the sections.

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

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

41. Governing Law and Venue. This Revocable License 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 Revocable License 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, by
its Board of Harbor Commissioners

DATED: _____

By _____
Executive Director

Attest: _____
Board Secretary

The undersigned Assignee hereby accepts the foregoing Revocable License and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof, including those set forth in any addendum.

LOS ANGELES MARITIME INSTITUTE

DATED: 8/16/23

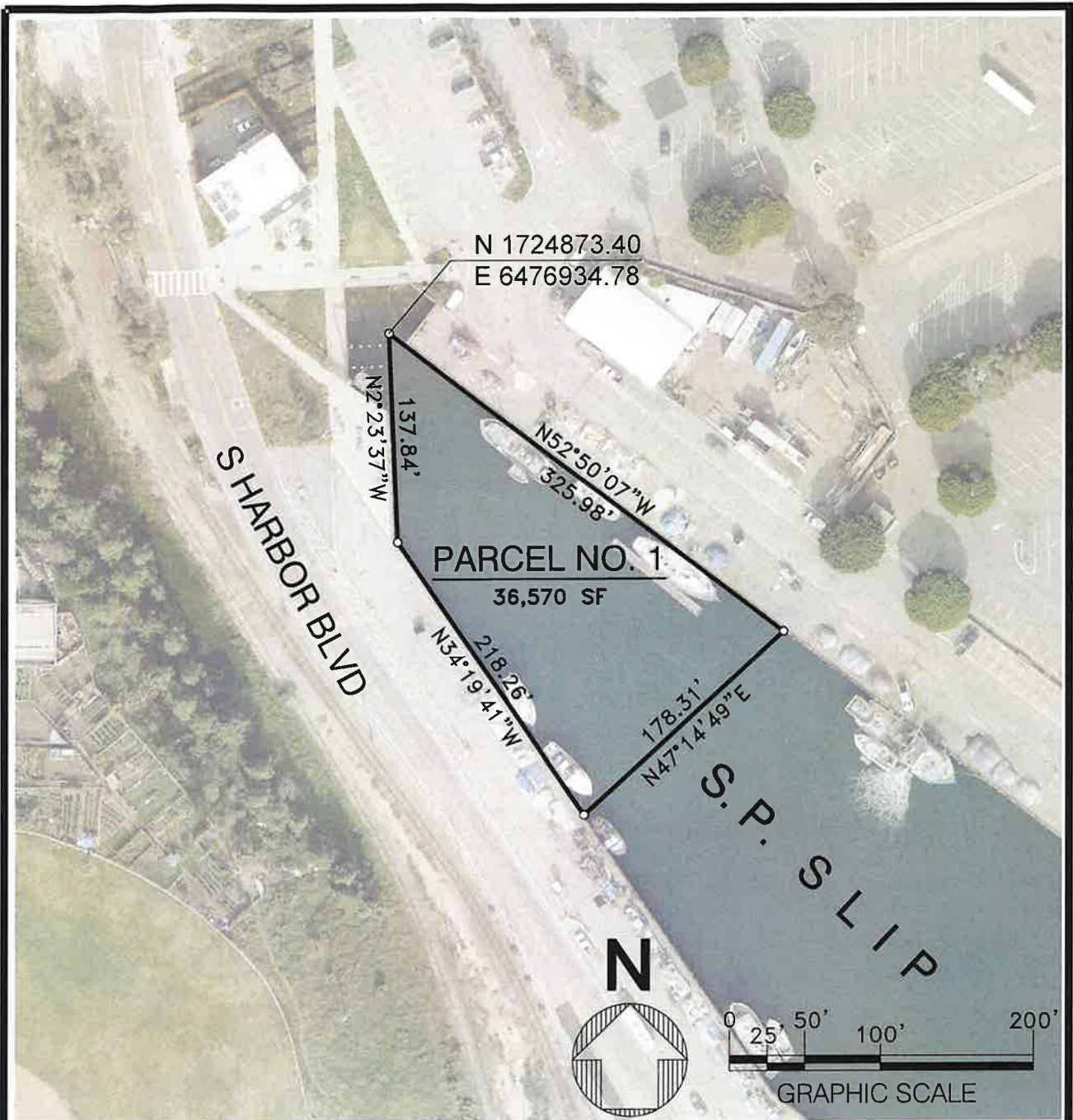
By: 
BRUCE HAYWARD EXECUTIVE DIRECTOR
Type/Print Name and Title

By: 
Eugenia Botanova Executive Administrator
Type/Print Name and Title

APPROVED AS TO FORM AND LEGALITY


October 23, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: 
JANET KARKANEN, Deputy



NOTES:

- 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.

SCALE: AS SHOWN		CHIEF OF DESIGN <i>Christina L. San</i>		PERMIT MAP - AUTHORITY NO. RL 2023-12 LOS ANGELES MARITIME INSTITUTE	
DRAWN: P. HOANG		ASSISTANT CHIEF OF HARBOR ENGINEER <i>Paul Anderson</i>			
CHECKED: C. SAR		ENGR/ARCH <i>Phoek Hoang</i>		 THE PORT OF LOS ANGELES ENGINEERING DIVISION <small>425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309</small>	
DESIGNED: P. HOANG		<i>Phoek Hoang</i> <small>6-14-23</small> CHIEF HARBOR ENGINEER DATE			

DWG: N:\acad\projects\LA\LEASER\signed\Drawings\5-7425.dwg USER: hoangp
 DATE: Jun 14, 2023 4:34pm XREFS: BDRY-PIER IMAGE\16_5477_11720c_L6_6477_1720b
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**6. RESOLUTION NO. _____ - APPROVAL OF
REVOCABLE LICENSE NO. 2023-10 WITH HARBOR
BREEZE CORPORATION**



Executive Director's
Report to the
Board of Harbor Commissioners

DATE: NOVEMBER 14, 2023

FROM: WATERFRONT AND COMMERCIAL REAL ESTATE

SUBJECT: RESOLUTION NO. _____ - APPROVAL OF REVOCABLE LICENSE NO. 2023-10 WITH HARBOR BREEZE CORPORATION

SUMMARY:

Staff requests approval of the proposed Revocable License No. 2023-10 (License) with Harbor Breeze Corp. (Harbor Breeze) to use and occupy 65,620 square feet of property at Berth 85 in San Pedro. Harbor Breeze will use the site for commercial charter vessel passenger operations, which includes tours on behalf of the City of Los Angeles Harbor Department (Harbor Department) and those not sponsored by the Harbor Department. Premises shall be used on a non-exclusive basis for the berthing and docking of prescheduled tour groups. The proposed License is subject to cancellation by the Harbor Department or Harbor Breeze upon 90 days' written notice. Under the proposed License, Harbor Breeze will be required to pay compensation to the Harbor Department based on seven percent of gross receipts for all activities except dinner cruises, which will be charged five percent.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guide;
2. Approve proposed Revocable License No. 2023-10 with Harbor Breeze Corp.;
3. Authorize the Executive Director to execute and the Board Secretary to attest to the Revocable License No. 2023-10; and
4. Adopt Resolution No. _____.

DISCUSSION:

Background – The Downtown Harbor is part of the Harbor Department's effort to promote the L.A. Waterfront as a district of cultural, institutional, and educational uses. To complement these facilities, additional berthing was constructed at Berths 84 and 85.

SUBJECT: APPROVE REVOCABLE LICENSE 2023-10 WITH HARBOR BREEZE

Since the completion of the Downtown Harbor in June 2014, the docks at Berths 84 and 85 have been underutilized and are primarily used for Harbor Department-commissioned boat tours and events such as Tall Ships, Holiday Parade, and movie nights. Small recreational vessels occasionally dock for free for no more than four (4) hours, as permitted by the Tariff. The Waterfront and Commercial Real Estate Division (WCRED) has also issued short-term permits to various civic and non-profit groups who requested docking longer than the permitted time. Harbor Breeze is currently using dock space at Berth 85 under Revocable Permit 2021-001, which will terminate upon this License becoming effective.

The proposed License will help to promote and activate the L.A. Waterfront through an increase in visitors.

Revocable License – The proposed License (Transmittal 1) grants Harbor Breeze the non-exclusive right to use docks at Berth 85 in the Downtown Harbor (Transmittal 2) for the operation of chartered commercial passenger vessels serving prescheduled tour groups. Permissible types of tours include, but are not limited to, harbor tours, whale watching tours, dolphin and sea life tours, education tours, weddings, corporate events, holiday parties, memorials at sea, water taxi services and dinner cruises. Sport fishing tours are not permissible. Harbor Breeze shall directly operate all tours except for dinner cruises, which may be operated by a third party. No advertising, scheduling, collection of money, or any other activities other than the loading and unloading of passengers and supplies are permitted. The vessels only authorized to use premises for tours on behalf of the City include:

- M/V Caroline
- M/V Harbor King
- M/V Kristina
- M/V Christopher
- M/V Karin Lynn
- M/V La Espada
- M/V Triumphant

Vessels only authorized to use Premises not sponsored by the City include:

- M/V Christopher
- M/V Karin Lynn
- M/V La Espada
- M/V Triumphant

Harbor Breeze will provide a schedule of charters five business days before each intended use, subject to approval by the Director of Waterfront and Commercial Real Estate (Director) or designee’s approval for weekdays, weekends, and holidays. The Director or designee reserves the absolute right to deny any such requests for authorization at his or her sole discretion upon 24 hours written notice to Harbor Breeze.

DATE: NOVEMBER 14, 2023

PAGE 3 OF 3

SUBJECT: APPROVE REVOCABLE LICENSE 2023-10 WITH HARBOR BREEZE

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of Revocable License No. 2023-10 with Harbor Breeze Corp. to allow temporary use of Berth 85 on a non-exclusive basis, which is an issuance of berth or space assignment for a municipal wharf. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with Article III, Class 1(18)(b) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Under the proposed Revocable License, Harbor Breeze will be required to pay compensation to the Harbor Department equal to five percent of dinner cruise gross receipts and seven percent of all other gross receipts earned from commercial charter vessel operations at Berth 85. Under the previous Revocable Permit 2021-001, Harbor Breeze paid annual compensation in Fiscal Years 2022 and 2023 of \$5,074 and \$31,301 respectively. Under the proposed Revocable License, staff anticipates total compensation to remain at levels similar to those earned under the prior entitlement.

CITY ATTORNEY:

The Office of the City Attorney has prepared and approved the proposed Revocable License No. 2023-10 as to form and legality.

TRANSMITTALS:

1. Revocable License No. 2023-10
2. Site Map

FIS Approval: *MB*
CA Approval: *SO*

Michael J. Galvin
MICHAEL J. GALVIN
Director of Waterfront and Commercial Real Estate

Michael DiBernardo
MICHAEL DIBERNARDO
Deputy Executive Director

APPROVED:

Marla Bleavins For
EUGENE D. SEROKA
Executive Director

ES:MD:MG:HP:MS:CK:db
Author: Charles Kuan
G:\Board Letters\BL1009db Harbor Breeze\BL 1009db.docx

Transmittal 1

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

REVOCABLE LICENSE

No. 2023-10

The Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles ("City") hereby grants permission to Harbor Breeze Corp. ("Assignee") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of City, acting through its Board of Harbor Commissioners ("Board"), subject to the following terms and conditions:

1. Premises. Assignee is permitted under this Revocable License to occupy and use the lands and/or waters and/or facilities designated as Parcel No. 1 consisting of sixty-five thousand six hundred twenty (65,620) square feet located at Berth 85 as delineated and more particularly described on Harbor Engineering Drawing No. 5-7406 attached hereto as Exhibit A ("Premises").

2. Permitted Use. The Premises shall be used on a non-exclusive basis for the berthing and docking of chartered commercial passenger vessels serving prescheduled tour groups including, but not limited to, tours scheduled on behalf of the City pursuant to any agreements for boat tours. Permissible types of tours include harbor tours, whale watching tours, dolphin and sea life tours, education tours, weddings, corporate events, holiday parties, memorials at sea, water taxi services, and dinner cruises. Sport fishing tours are not permissible.

All tours shall be directly operated by Assignee except for dinner cruises which may be operated by a third party (Sub-Assignee) under the direction and control of Assignee. Assignee shall obtain and guarantee any Sub-Assignee's compliance with all terms and conditions of this Permit. All indemnity obligations of Assignee under Section 17 of this Permit shall include any and all operations by any Sub-Assignee in connection with such Sub-Assignee's use of the Premises. Any Sub-Assignee shall also procure and maintain the insurance coverage required under Section 18 of this Permit for any use of the Premises.

The vessels authorized to use the Premises for tours scheduled on behalf of the City include:

M/V Caroline	M/V Christopher
M/V Harbor King	M/V Karin Lynn
M/V Kristina	M/V La Espada
	M/V Triumphant

The vessels authorized to use the Premises for tours not sponsored by the City include:

M/V Christopher
M/V Karin Lynn
M/V La Espada
M/V Triumphant

The vessels authorized to use the Premises for dinner cruises are those that receive the written consent of the Director of Waterfront and Commercial Real Estate Division of the Harbor Department ("WCRE Director") prior to the use of the Premises.

Assignee may not berth any vessels other than those listed above at the Premises without first obtaining the written consent of the WCRE Director. No advertising, scheduling, collection of money or any other activities other than the loading and unloading of passengers and supplies are permitted. Assignee shall maintain and provide to City a schedule of all charters not sponsored by the City, including the number of passengers, and provide updated schedules as often as necessary to provide at least five (5) business days' prior written notice of each intended use of the Premises using the Schedule of Charter Vessels form attached as Exhibit B. The WCRE Director reserves the absolute right to deny Assignee the right to use the Premises for any or all scheduled charters upon twenty-four (24) hours' written notice to Assignee at his or her sole discretion. The WCRE Director or designee reserves the absolute right to deny any such

TRANSMITTAL 1

requests for authorization at his or her sole discretion. Assignee acknowledges and agrees that, notwithstanding any expenditures Assignee may have made in preparation for its use of the Premises, City does not guarantee that the Premises shall be available for Assignee's use at any particular time. Assignee's inability to load or unload passengers on any particular day or at any particular time due to the unavailability of the Premises shall not entitle Assignee or any other person to any damages. Assignee's vessels may not arrive at or remain at the Premises other than during the time each vessel is actively loading or unloading passengers and/or supplies. Assignee's vessels must return to each vessel's primary berthing location after each trip unless the vessel is scheduled to go out within the next four hours for another charter. At any other time, any authorized vessel may only dock at the Premises for up to one hour prior to the scheduled departure or one hour after the arrival time. Assignee shall remove all trash and debris from the Premises and the adjacent areas immediately after each use of the Premises. No deviation from the Permitted Use, schedule, or authorized vessels is permitted without the prior written authorization of the WCRE Director or designee.

3. Effective and Termination Dates. This Revocable License shall become effective upon the date of its execution by the Executive Director of the Harbor Department ("Executive Director"), after approval of the Board ("Effective Date") and shall thereafter be revocable at any time by Assignee or by Executive Director upon the giving of at least ninety (90) days' written notice to the other party stating the date upon which this Revocable License shall terminate ("Termination Date"). Termination Date shall also mean the date that the Revocable License terminates in connection with Assignee's Default under Section 13, Assignee's misrepresentation under Section 22, a court decision under Section 23, or a conflict of interest under Section 24 of this Revocable License, or any termination by operation of law or any other reason. The right of Executive Director to revoke this Revocable License is and shall remain unconditional. Neither City, nor any board, officer, or employee thereof, shall be liable in any manner to Assignee because of such revocation. Assignee shall commence using the Premises for the Permitted Use within thirty (30) days from the Effective Date.

4. Compensation.

(a) Compensation. Assignee shall pay to the Harbor Department as compensation for the use of the Premises seven percent (7%) of all gross receipts for all tours not sponsored by the City, except for dinner cruises, and five percent (5%) of all gross receipts for all dinner cruises ("Compensation"). Gross receipts shall include all charges, sales, fees, and commissions made, earned, and/or received by Assignee whether collected or accrued, from any business, use, or operation, or any combination thereof, originating, transacted, or performed, in whole or in part, on the Premises pursuant to this Revocable License. Gross receipts include, but are not limited to, all monies collectible from ticket sales, services, and the sale or delivery of goods, wares, and merchandise, exclusive only of retail sales taxes, excise taxes, and other direct taxes on the consumer. No set off or deduction against gross receipts is permitted unless expressly provided for herein. Assignee shall prepare and deliver to the City within fifteen (15) days after the end of each month a completed Gross Receipts Report, on the form attached as Exhibit C, verified by Assignee's duly authorized officer or representative, showing in reasonable detail the elements and amount of gross receipts generated during the preceding month. Payment of all Compensation due as reflected on each Gross Receipts Report shall accompany the completed Gross Receipts Report. Assignee shall further have prepared and delivered to City on or before the thirtieth (30) day following the end of each year during the term of the Revocable License, a complete, certified, audited annual statement prepared by a Certified Public Accountant and verified by Assignee's duly authorized officer or representative, showing in reasonable detail the elements and amounts of gross receipts generated during the preceding year or fraction thereof. Payment of any unpaid Compensation due under this Revocable License for the preceding year shall accompany the annual statement.

(b) Additional Charges. Use of the Premises for purposes not expressly permitted herein, whether approved in writing by Executive Director or not, may result in additional charges, including charges required under the Tariff. Assignee agrees to pay such additional charges. Compensation due under this Revocable License is in addition to any applicable charges under the Tariff.

(c) Late Charge. Compensation payments which have not been paid within ten (10) days of the due date shall be subject to a service charge consisting of simple interest of one-thirtieth (1/30) of two percent (2%) of the invoice amount remaining unpaid each day for costs and expenses incurred by reason of Assignee's late payment. City shall have the right, without further notice to Assignee, to change the amount charged for the late charge to the amount set forth in Tariff Item No. 270 if the amount in Tariff Item No. 270 changes. Acceptance of any late charge (or any other payments) shall not constitute a waiver of Assignee's default under Section 13 of this Revocable License.

(d) Security Deposit. Prior to the issuance of this Revocable License, Assignee shall deposit with City a sum equal to Two Thousand Dollars (\$2,000) as security for Assignee's performance under this Revocable License ("Security Deposit") including but not limited to covering Assignee's delinquent Compensation and its other obligations under this Revocable License including but not limited to repairing damages to the Premises. Notwithstanding the foregoing, City shall not be required to apply the Security Deposit to any of Assignee's obligations under this Revocable License during the term of the Revocable License. If all or any part of the Security Deposit is used to pay any Compensation due and unpaid or to meet any other Assignee obligation, Assignee shall then immediately reimburse City for the amount applied so that at all times during the life of this Revocable License the full amount of the Security Deposit set forth above shall be on deposit with City. Failure to maintain the full amount of the Security Deposit shall constitute a material breach of this Revocable License. In the sole discretion of Executive Director, Assignee may post other forms of security but only in a form acceptable to the Los Angeles City Attorney. If for any reason City has not initially required a Security Deposit from Assignee, City may at any time and for any reason require a Security Deposit in an amount Executive Director determines necessary to secure performance of the Revocable License. Assignee agrees to post such deposit with City within ten (10) days of written request from City and agrees that its failure to do so constitutes a material breach of this Revocable License. No interest is payable by City on the Security Deposit. Any deposit required under this Section 4 shall be in addition to any deposit required for the issuance of a Harbor Engineer Permit pursuant to Section 9 of this Revocable License.

(e) No Right of Set-Off. Notwithstanding any other provision of this Revocable License, Assignee's obligation to pay all Compensation shall be absolute and unconditional and shall not be affected by any circumstance including, without limitation, any set-off, counterclaim, recoupment, defense, or other right or claim which Assignee may have against City.

(f) Place of Payment. Assignee shall render its payments to City of Los Angeles Harbor Department, P.O. Box 102647, Pasadena, CA 91189-2647, or any other place that City from time to time may designate in writing. Payment shall be made in U.S. Dollars, either in the form of a check (drawn on a bank located in the State of California) or via electronically transmitted funds. Compensation is to be paid only by Assignee. Notwithstanding the foregoing, acceptance of Compensation paid by any entity or person other than Assignee shall not create any rights under this Revocable License for the entity or person making the Compensation payment.

(g) Compensation. All amounts payable by Assignee to City under this Revocable License during the term of this Revocable License shall be deemed to be Compensation.

(h) Records and Accounts. All books, accounts, and other records showing the affairs of Assignee with respect to its business transacted at, upon, or over the Premises shall be maintained locally, and shall be subject to examination, audit, and transcription by Executive Director or any person designated by him or her, and in the event it becomes necessary to make such examination, audit, or transcription at any place other than within fifty (50) miles of the Premises, then all costs and expenses necessary, or incident to such examination, audit, or transcription shall be paid by Assignee. These records shall be retained during the term of this Revocable License so that the records for the four (4) most recent years are available. After this Revocable License terminates, Assignee shall maintain the records for the four (4) most recent years for at least two (2) years. Upon request in writing by Executive Director or his or her designated representative, Assignee shall furnish a statement of the exact location of all records and name and telephone number of the custodian of these records. The statement shall be submitted within

fifteen (15) days of the request and shall contain such detail and cover such period of time as may be specified in any such request.

5. Utility Charges. Unless otherwise provided for herein, Assignee shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including City.

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

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

8. Maintenance and Repair. Assignee, at its sole cost and expense, shall provide sufficient dumpsters or other like containers for trash collection and disposal and keep the Premises free and clear of rubbish, debris, and litter at all times. Assignee shall perform annually, at a minimum, before the commencement of the rainy season, inspections and cleaning of any storm water catch basins (including filters), maintenance holes, and drains, maintaining the submerged land underlying any water berthing area at the Premises free and clear of debris from the wharf and from vessels, and loading and unloading operations of vessels berthed at said berths in connection with Assignee's undertaking of the Permitted Use. Assignee, at its sole cost and expense, further shall keep and maintain the Premises in a safe, clean, and sanitary condition in accordance with all applicable federal, state, municipal, and other laws, ordinances, rules, and regulations.

Assignee shall monitor and immediately report any and all damages to the Premises, whether caused by Assignee or a third party, to the Port Police and to the WCRE Director. Assignee shall be responsible, at its sole cost and expense, for all costs, direct or indirect, associated with repairing any damage to the Premises resulting from Assignee's or any Sub-Assignee's use of the Premises. The Harbor Department shall have the option of either making the repairs or requiring Assignee to make the repairs. If the Harbor Department makes the repairs, Assignee agrees to reimburse the Harbor Department for the City's costs incurred in making the repairs. All damage shall be presumed to be the responsibility of Assignee, and Assignee agrees to be responsible for such damage, unless Assignee can demonstrate to the satisfaction

of the Executive Director that someone other than Assignee or any Sub-Assignee, or their officers, agents, employees, customers, contractors, licensees, or other invitees caused the damage. The sufficiency of proof presented by Assignee to the Harbor Department shall be determined by the Executive Director in the Executive Director's sole judgment. Assignee shall monitor and immediately report any and all damage to the Premises and, no later than two business days after the occurrence and/or discovery of any damage to the Premises, provide to the Executive Director in writing a description of the date, time, and cause of the damage, and identity of any responsible party or parties, to the extent Assignee is able to ascertain such information.

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

10. Signs and Lighting. Assignee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Assignee obtains consent, Assignee shall also comply with the requirements of Section 9 of this Revocable License prior to erecting or displaying any signs or advertising matter on the Premises. Assignee shall further post, erect, and maintain on the Premises such signs as Executive Director may direct. All signs erected or displayed on the Premises shall comply with the regulations set forth in Section 14.4.1 *et seq.* of the Los Angeles Municipal Code. Assignee acknowledges that the Premises may lack adequate lighting for a Permitted Use and that Assignee is responsible for installing temporary or permanent lighting as it may deem necessary to perform any labor, or to protect any property stored or located on the Premises, or to otherwise use the Premises for any Permitted Use. Assignee shall comply with the requirements of Section 9 of this Revocable License prior to installing any lighting. Any lighting installed shall meet Illuminating Engineering Society / American National Standards Institute (IES/ANSI) standards.

11. Immediate Access to Repair / Maintain Premises. Assignee is aware that City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Assignee agrees to relocate, at its expense, all of its equipment and other personal property to provide such personnel adequate access. Assignee agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Assignee agrees neither the department servicing the Premises nor City shall be responsible for any loss Assignee may suffer as a result of such maintenance or repair.

12. Premises Subject to Tariff. Assignee accepts the Premises and shall undertake the Permitted Use set forth in Section 2 of this Revocable License subject to each and every term and condition provided herein, and to each and every rate, term, and condition of the Tariff, as applicable to the Premises and/or the Permitted Use. Assignee represents and warrants that it has received, read, and understands the rates, terms, and conditions of the Tariff. Except as otherwise set forth in this Revocable License, Assignee is

contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Revocable License and a Tariff provision. In the event of such conflict, this Revocable License shall at all times prevail.

13. Assignee Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Assignee under this Revocable License: (1) Assignee's failure to pay when due any Compensation required to be paid under this Revocable License if the failure continues for three (3) days after written notice from City; (2) Assignee's failure to perform any other obligation under this Revocable License if Assignee fails to cure the failure within three (3) days after delivery of written notice of the failure from City to Assignee; (3) Assignee's abandonment of the Premises including but not limited to (i) Assignee's absence from or failure to use the Premises or any substantial portion thereof for three (3) consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Revocable License; or (ii) if Assignee is not in default, Assignee's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Assignee, 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; (4) To the extent permitted by law (i) a general assignment by Assignee or any guarantor of the Revocable License for the benefit of the creditors without written consent of City; (ii) the filing by or against Assignee, 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 Assignee or any guarantor, unless possession is unconditionally restored to Assignee 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 Assignee located on the Premises, or of Assignee's interest in this Revocable License, unless that seizure is discharged within thirty (30) days.

(b) City's Remedies. City may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Revocable License. City's remedies are cumulative and not inclusive. Nothing herein shall imply that City's right to terminate this Revocable License as provided in Sections 22 and 24 of this Revocable License is limited in any way. All personal property that remains on the Premises after Assignee vacates the Premises shall become the property of City at City's option.

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, Assignee, at Assignee's sole cost and expense, shall comply with all applicable federal, state, county, 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 Assignee'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 15(c)), the Premises, and/or Assignee's use and/or occupancy thereof.

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

(c) Assignee shall not cause or permit any Environmentally Regulated Material, as defined in this Section 15(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 2 of this Revocable License, if any. Assignee shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Assignee'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) Assignee 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"), whether caused by Assignee or any third-party during Assignee'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 City, 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, Assignee shall also comply with any other conditions reasonably imposed by City. If Assignee knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about the Premises, Assignee shall immediately give written notice to City.

(e) Assignee 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. For purposes of CERCLA, and any and all other Applicable Laws, Assignee shall be considered the owner and operator. Assignee agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Assignee as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Assignee and that Assignee shall indemnify and hold City 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. City, at its sole option, may pay such claims, damages, fines, penalties, and/or judgments resulting from Assignee's noncompliance with any of the aforementioned authorities, and Assignee shall indemnify and reimburse City for any such payments.

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

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

(h) Assignee shall implement City's Harbor 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 Revocable License, Assignee's obligations in this Section 14 shall survive the Termination Date of this Revocable License.

15. Restoration and Surrender of Premises. Upon the termination of this Revocable License, Assignee shall quit and surrender occupancy and use of the Premises to City and shall, without cost to City, remove any and all its property and restore the Premises to the same or as good condition as the same were in at the time of the first occupancy thereof by Assignee. Assignee may incur additional charges and/or forfeit any deposit if Assignee fails to fully restore the Premises to the satisfaction of the Executive Director prior to the termination of this Revocable License.

16. Compensation During Restoration. Assignee understands and agrees it is responsible for complete restoration of the Premises before the Termination Date, as provided in this Revocable License and under Applicable Laws, including but not limited to the clean-up of any Contamination in, on or about the Premises. If, for any reason, such restoration is not completed before the Termination Date, then Assignee is obligated to pay City compensation during such restoration period, in an amount equal to the then fair market rental value of the Premises and City's Harbor Department's then established rate of return as determined by City; however, said compensation amount shall not be less than the Compensation paid by Assignee at the time of the Termination Date. Assignee also agrees to provide City a surety bond, in an amount determined by Executive Director, in his or her sole reasonable discretion, to assure removal of Contamination from the Premises at any time City demands such bond.

17. Indemnity.

(a) Except as may arise from the sole negligence or willful misconduct of City, Assignee shall at all times relieve, indemnify, protect, and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(i) Any dangerous, hazardous, unsafe, or defective condition of, in, or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Assignee, any Sub-Assignee, and their officers, agents, employees, assignees, or invitees;

(ii) Any operation conducted upon, or any use or occupation of, the Premises by Assignee, any Sub-Assignee, and their officers, agents, employees, assignees, or invitees under or pursuant to the provisions of this Revocable License or otherwise;

(iii) Any act, error, omission, willful misconduct, or negligence of Assignee, any Sub-Assignee, and their officers, agents, employees, assignees, or invitees, arising from the use, operation, or occupancy of the Premises, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto;

(iv) Any failure of Assignee, any Sub-Assignee, and their officers, agents, or employees to comply with any of the terms or conditions of this Revocable License or any Applicable Laws; or

(v) The conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (i), (ii), (iii) and (iv) above, existing or conducted upon or arising from the use or occupation

by Assignee, any Sub-Assignee, or their invitees on any other premises within the Harbor District, as defined in the Charter of City.

(b) Assignee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in this Section 17. The term "persons" as used in this Section 17 shall include, but not be limited to, officers and employees of Assignee and any Sub-Assignee.

(c) Assignee shall also indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees) which arise during or after the term of this Revocable License as a result of Contamination for which Assignee is otherwise responsible for under the terms of this Revocable License. This indemnification of City by Assignee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state, or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

(d) The indemnity obligations under this Section 17 shall survive the Termination Date of this Revocable License and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

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 Revocable License, Assignee and any Sub-Assignee shall procure and maintain at their sole cost and expense and keep in force at all times during the term of this Revocable License the following insurance:

(a) Commercial general liability or marine 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 City if a Best's Rating is not available) with Assignee's and/or Sub-Assignee's normal limits of liability, but not less than Three Million Dollars (\$3,000,000) for injury or death to one or more persons out of each accident or occurrence and Three Million Dollars (\$3,000,000) for bodily injury and property damage for each occurrence / Six Million Dollars (\$6,000,000) general aggregate.

(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.

(c) Hull and machinery coverage up to the value of each vessel Assignee or any Sub-Assignee operates at the Premises and watercraft protection and indemnity coverage with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another including masters and members of the vessel crew, and Jones Act risks or equivalent thereto internationally. City shall be named as an Additional Insured.

(d) In addition to and concurrently with the aforesaid insurance coverage, Assignee and any Sub-Assignee shall also secure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000.00), covering legal liability of Assignee and/or Sub-Assignee for damage or destruction to the works, buildings, and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy

maintained by Board, with waiver of subrogation in favor of Assignee and/or Sub-Assignee so long as permitted by Board's fire insurance policy, upon thirty (30) days' prior written notice thereof to Assignee and/or Sub-Assignee at any time during the term of this Revocable License. Neither City nor Board should be named as additional insureds on this policy.

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

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

(g) Policies submitted pursuant to Section 18 of this Revocable License 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 all the insureds, including any sole negligence of the additional insureds, under Revocable License No. 2023-10, and under any amendments, modifications, extensions, or renewals of said Revocable License regardless of whether such contractual obligations, operations, uses, occupations, acts, and activities occur on the Premises or elsewhere."

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

(h) Assignee and/or Sub-Assignee shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this Revocable License in accordance with Section 3700 of the California Labor Code. Assignee and/or Sub-Assignee shall file with City one of the following:

(i) A certificate of consent to self-insure issued by the Director of Industrial Relations, State of California;

(ii) A certificate of Workers' Compensation insurance issued by an admitted carrier; or

(iii) An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

Such documents shall be filed prior to Assignee's and/or Sub-Assignee's occupancy of the Premises. Where Assignee and/or Sub-Assignee has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Assignee and/or Sub-Assignee shall furnish proof of such coverage to City. It is suggested that Assignee and/or Sub-Assignee consult with an insurance professional of their choosing to determine whether their proposed operation methods will render their employees subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(i) All insurance procured by Assignee and/or Sub-Assignee shall comply with the following:

(i) For each insurance policy described above, Assignee and/or Sub-Assignee shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason. Such notice shall be in writing sent via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S Palos Verdes Street, San Pedro, California 90731.

(ii) Electronic submission is the required method of submitting Assignee's and/or Sub-Assignee's insurance documents. KwikComply 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. Assignee's and/or Sub-Assignee's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Assignee's.

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

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

(v) Upon request by City, Assignee and/or Sub-Assignee must furnish a copy of the binder of insurance and/or full certified copies of any or all policies of insurance required herein. Assignee's obligation to provide such copies shall survive the Termination Date regardless of whether City's request is made prior to or after the Termination Date.

(vi) Assignee and/or Sub-Assignee shall report in writing to Executive Director within fifteen (15) days after they, their officers, or their managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Assignee's and/or Sub-Assignee's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other information as may be known to Assignee and/or Sub-Assignee, their officers, or their managing agents.

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

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

21. Transfer of Stock. If Assignee is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Assignee is traded during any calendar year after filing its application for this Revocable License, Assignee shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Assignee is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of Assignee's stock is transferred, whether by one or by means of successive transfers, regardless of whether Assignee is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of Section 19 of this Revocable License. Any such transfer shall void this Revocable License. Such a transfer is agreed to be a breach of this Revocable License which shall entitle the Executive Director to immediately terminate this Revocable License by giving written notice thereof.

22. Termination for Misrepresentations. This Revocable License is granted pursuant to an application filed by Assignee with City. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Revocable License, Executive Director may terminate this Revocable License immediately upon written notice to Assignee.

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

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

25. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Revocable License, 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 City: 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 Assignee: Harbor Breeze Corp.
400 Oceangate, Suite 1110
Long Beach, California 90802
Attn: Ralph D. Salas, President

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

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

27. No Waiver. No waiver by either party at any time of any terms or conditions of this Revocable License shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of compensation by City shall not be deemed a waiver of any other breach by Assignee of any term or condition of this Revocable License other than the failure of Assignee to timely make any particular compensation payment so accepted. No breach of a covenant, term, or condition of this Revocable License will be deemed to have been waived by City unless the waiver is in writing and executed by City.

28. Joint and Several Obligations of Assignee. If more than one individual or entity comprises Assignee, the obligations imposed on each individual or entity that comprises Assignee under this Revocable License shall be joint and several.

29. Time of the Essence. Time is of the essence in this Revocable License.

30. Nondiscrimination and Affirmative Action Provisions. Assignee 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 Revocable License shall contain this provision.

31. 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. Assignee 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 Revocable License.

32. 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. Assignee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

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

34. 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 as a policy of City's Harbor Department. Assignee shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

35. Business Tax Registration Certification. Assignee 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. Assignee shall provide City evidence that all such Certificates have been obtained. Assignee 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.

36. Wilmington Truck Route. It is recognized by both parties that Assignee may not directly control any trucks serving the Premises. However, Assignee 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. The Wilmington Truck Route may be modified from time to time at the sole discretion of Executive Director with written notice to Assignee.

37. State Tidelands Act. This Revocable License, the Premises, and Assignee'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. Assignee 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.

38. Section Headings. Section headings used in this Revocable License are merely descriptive and not intended to alter the terms and conditions of the sections.

39. Integrated Agreement. It is understood that this Revocable License supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, negotiations, and

understandings, if any, between the parties related to the subject matter of this Revocable License and there are no oral agreements that affect any of the terms of this Revocable License.

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

41. Governing Law and Venue. This Revocable License 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 Revocable License shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

43. Prior Agreement Superseded. This Revocable License supersedes Revocable Permit No. 2021-001 granted by City to Assignee. From and after the Effective Date, Revocable Permit No. 2021-001 shall have no further force or effect except to the extent either party has accrued any continuing rights or obligations that remain to be exercised or performed after the termination or expiration of Revocable Permit No. 2021-001 as provided in Revocable Permit No. 2021-001.

(signature page follows)

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

DATED: _____

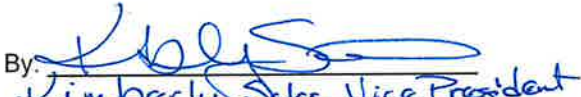
By _____
Executive Director

Attest: _____
Board Secretary

The undersigned Assignee hereby accepts the foregoing Revocable License and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof, including those set forth in any addendum.

DATED: 9/20/23

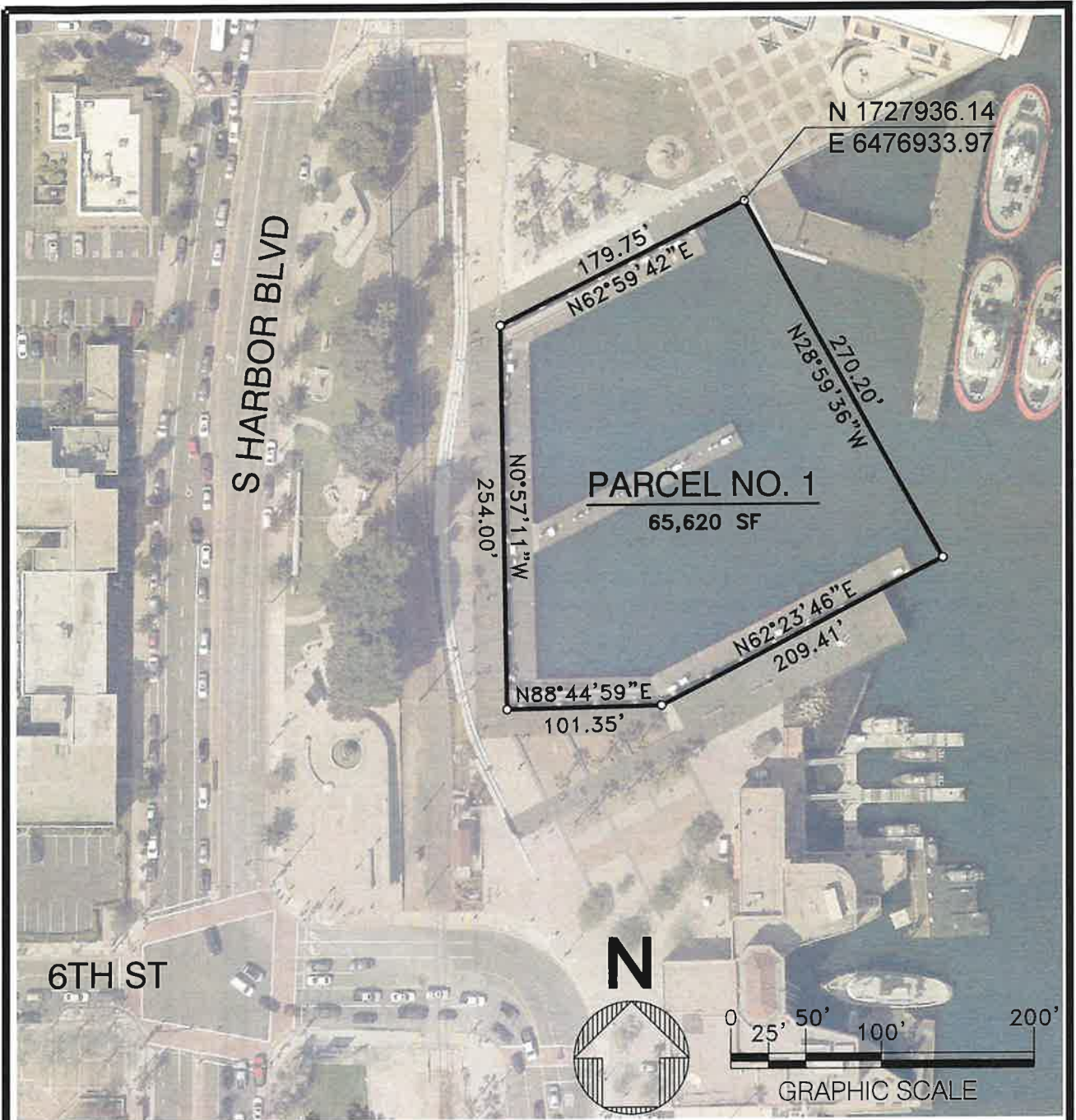
HARBOR BREEZE CORP.
By: 
Ralph D. Sales, President
Type/Print Name and Title

By: 
Kimberly Sales, Vice President
Type/Print Name and Title

APPROVED AS TO FORM AND LEGALITY

October 25, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: 
JANET KARKANEN, Deputy



NOTES:

- 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.

REV. 1 06/23 DELETED PARCEL NO. 2 & REVISED AUTHORITY NO. *PH CUS*

SCALE: AS SHOWN	CHIEF OF DESIGN <i>Adrienne J. Newbold</i>	PERMIT MAP - AUTHORITY NO. RL 2023-10	
DRAWN: P. HOANG CHECKED: A. NEWBOLD DESIGNED: P. HOANG	ASSISTANT CHIEF OF HARBOR ENGINEER <i>[Signature]</i>	HARBOR BREEZE	
ENGR/ARCH <i>[Signature]</i>	CHIEF HARBOR ENGINEER <i>[Signature]</i>	 <small>THE PORT OF LOS ANGELES ENGINEERING DIVISION 425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309</small>	DRAWING NUMBER 5-7406
		<small>DATE</small> 7-14-22	

Exhibit A

DWG: N:\cadd\project\O.WLE\ASE\Signed Drawings\5-7406 REV 1.dwg USER: hoangp
 DATE: Jun 15, 2023 2:37pm ARXPS EDRY-PLR IMAGES\LS_6471_1725d LS_6471_1725a
 POLAPROB_VER.1_12/96

PORT OF LOS ANGELES
 425 S. PALOS VERDES STREET, SAN PEDRO, CA 90731
 SCHEDULE OF HARBOR BREEZE CHARTER VESSELS

Transmitted herewith is the upcoming charter vessel information for _____.
 Updates to the schedule, if any, will be provided no later than five (5) business days from the departure/arrival of additional vessels calling at the Downtown Harbor.

Notice of cancellations will also be provided as soon as cancellations are made.

Vessel Name	Date	Day	Time In	Time Out	Name of Organization/Group	Passenger Count

Vessel Name:

A = Triumphant C = Karin Lynn

B = Christopher D = La Espada

Date Submitted: _____

Harbor Breeze

Date Approved: _____

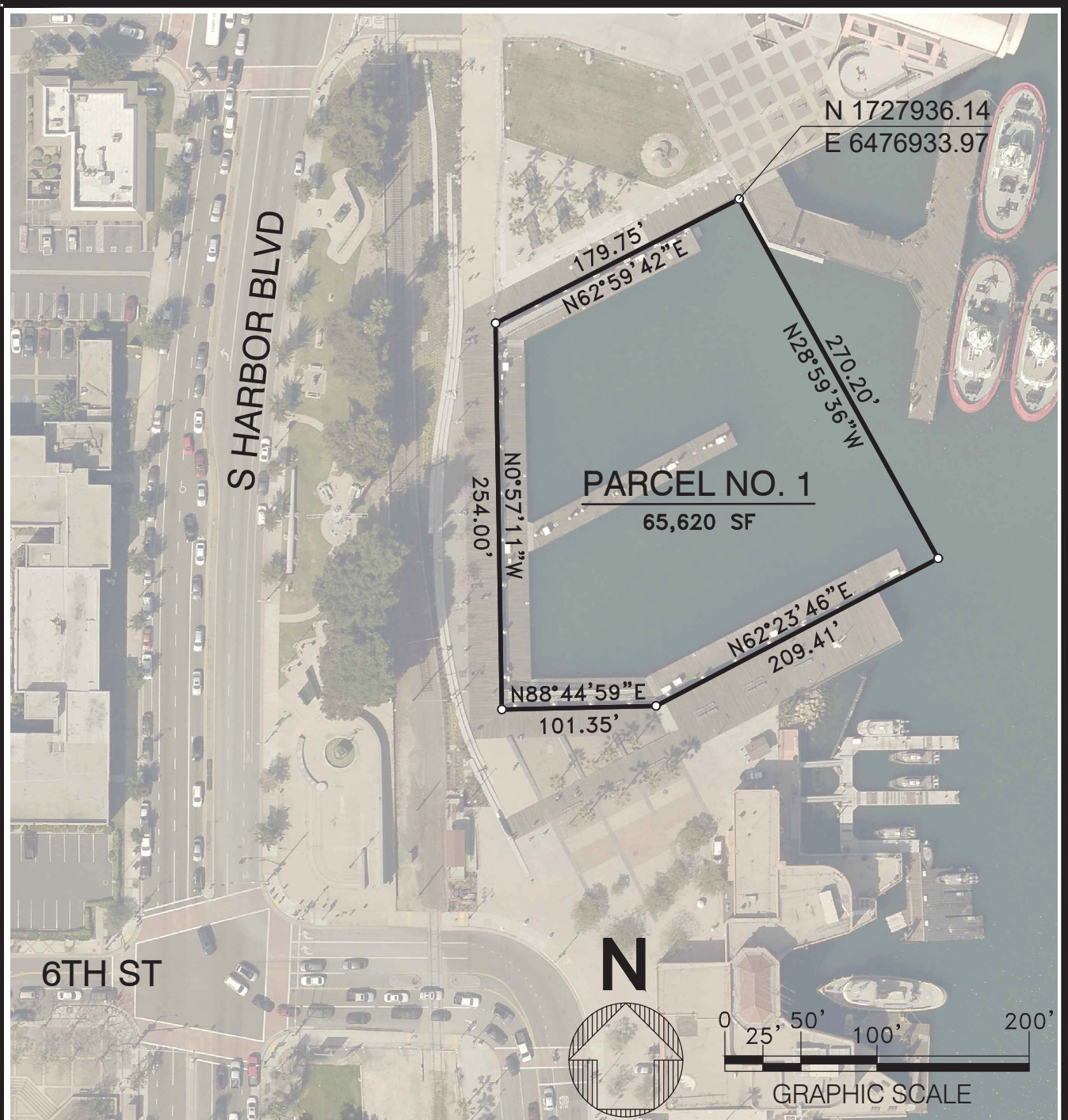
Approved: _____

Michael J. Galvin

Director of Waterfront & Commercial Real Estate

Exhibit B

Transmittal 2



NOTES:

- 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.

REV. 1 06/23 DELETED PARCEL NO. 2 & REVISED AUTHORITY NO. *PH cus*

SCALE: AS SHOWN	CHIEF OF DESIGN <i>Adrienne J. Newbold</i>
DRAWN: P. HOANG	ASSISTANT CHIEF OF HARBOR ENGINEER <i>John C. Hoang</i>
CHECKED: A. NEWBOLD	
DESIGNED: P. HOANG	
ENGR/ARCH <i>Phack Hoang</i>	CHIEF HARBOR ENGINEER <i>John C. Hoang</i>
	DATE 7-14-22

PERMIT MAP - AUTHORITY NO. RL 2023-10
HARBOR BREEZE

	<small>THE PORT OF LOS ANGELES</small> ENGINEERING DIVISION <small>425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309</small>	<small>DRAWING NUMBER</small> 5-7406
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DWG: N:\cad\projects\ROW LEASES\Signed Drawings\5-7406 REV 1.dwg USER: hoangpp
 DATE: Jun 15, 2023 2:37pm XREFS:BDRY-PIER IMAGES\LS_6471_1725d LS_6477_1725a
 POLAPROE_VER_1_12/96

**7. RESOLUTION NO. _____ - APPROVAL OF
REVOCABLE LICENSE NO. 2023-09 WITH ODYSSEY
YACHT CHARTER, LLC**



DATE: NOVEMBER 14, 2023
FROM: WATERFRONT AND COMMERCIAL REAL ESTATE
SUBJECT: RESOLUTION NO. _____ - APPROVAL OF REVOCABLE LICENSE
NO. 2023-09 WITH ODYSSEY YACHT CHARTER, LLC

SUMMARY:

Staff requests approval of the proposed Revocable License No. 2023-09 (License) with Odyssey Yacht Charter LLC (Odyssey Yacht) to use and occupy 4,440 square feet of property at Berth 84 in San Pedro for commercial charter vessel passenger operations. Premises shall be used on a non-exclusive basis and serve prescheduled tour groups. The proposed License is subject to cancellation by the City of Los Angeles Harbor Department (Harbor Department) or Odyssey Yacht upon 90 days' written notice. Under the proposed License, compensation would be equivalent to seven percent of gross receipts.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1 (18)(b) of the Los Angeles City CEQA Guidelines;
2. Approve Revocable License No. 2023-09 with Odyssey Yacht Charter LLC;
3. Authorize the Executive Director to execute and the Board Secretary to attest to Revocable License No. 2023-09; and
4. Adopt Resolution No. _____.

DISCUSSION:

Background – The Downtown Harbor is part of the Harbor Department's effort to promote the L.A. Waterfront as a district of cultural, institutional, and educational uses. To complement these facilities, additional berthing was constructed at Berths 84 and 85. Since the completion of the Downtown Harbor in June 2014, the docks at Berths 84 and 85 have been underutilized, and are primarily used for Harbor Department-commissioned boat tours and events such as Tall Ships, Holiday Parade, and movie nights. Small recreational vessels occasionally dock for free for no more than four (4) hours, as

DATE: NOVEMBER 14, 2023

PAGE 2 OF 3

SUBJECT: APPROVE REVOCABLE LICENSE 2023-09 WITH ODYSSEY YACHT CHARTER

permitted by the Tariff. The Waterfront and Commercial Real Estate Division (WCRED) has also issued short-term permits to various civic and non-profit groups who requested docking longer than the permitted time.

Odyssey Yacht is currently using dock space at Berth 85 under Revocable Permit 22-14, which will terminate upon this License becoming effective.

The proposed License will promote and activate the L.A. Waterfront through an increase in visitors.

Revocable License – The proposed License (Transmittal 1) grants Odyssey Yacht the non-exclusive right to use the dock at Berth 84 (Transmittal 2) for the operation of chartered commercial passenger vessels serving prescheduled tour groups. Permissible types of tours include, but are not limited to, harbor tours, whale watching tours, dolphin and sea life tours, Catalina trips, weddings, corporate events, holiday parties, sea memorials, dinner cruises and film excursions. Sport fishing tours are not permissible. All tours shall be directly operated by Odyssey Yacht. No advertising, scheduling, collection of money, or any other activities other than the loading and unloading of passengers and supplies are permitted. The only vessels authorized to use the site include:

M/V Odyssey

M/V Bahia

M/V Dreamers Dream

Odyssey Yacht will provide a schedule of charters five business days before each intended use, subject to approval by the Director of Waterfront and Commercial Real Estate (Director). The Director or designee reserves the absolute right to deny any such requests for authorization at his or her sole discretion upon 24 hours written notice to Odyssey Yacht.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of Revocable License No. 2023-09 with the Odyssey Yacht Charter LLC to allow temporary use of Berth 84 on a non-exclusive basis, which is an issuance of berth or space assignment for a municipal wharf. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with Article III, Class 1(18)(b) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Under the proposed Revocable License, Odyssey Yacht will be required to pay the Harbor Department equal to seven percent of gross receipts from commercial charter vessel operations at Berth 84. Under the previous Revocable Permit No. 22-14, Odyssey Yacht paid annual compensation in Fiscal Year 2023 of \$3,070. Under the proposed Revocable

DATE: NOVEMBER 14, 2023

PAGE 3 OF 3

SUBJECT: APPROVE REVOCABLE LICENSE 2023-09 WITH ODYSSEY YACHT CHARTER

License, staff anticipates total compensation to remain at levels similar to those earned under the prior entitlement.

CITY ATTORNEY:

The Office of the City Attorney has prepared and approved the proposed Revocable License No. 2023-09 as to form and legality.

TRANSMITTALS:

1. Revocable License No. 2023-09
2. Site Map

FIS Approval: *MB*
CA Approval: *SO*

Michael J. Galvin
MICHAEL J. GALVIN
Director of Waterfront and Commercial Real Estate

Michael DiBernardo
MICHAEL DiBERNARDO
Deputy Executive Director

APPROVED:

Marla Bleavins For
EUGENE D. SEROKA
Executive Director

ES:MD:MG:HP:MS:CK:db
Author: Charles Kuan
G:\Board Letters\BL1010db Odyssey Yacht\Waterfront Real Estate_Odyssey Yacht_Board Report.docx

Transmittal 1

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

REVOCABLE LICENSE

No. 2023-09

The Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles ("City") hereby grants permission to Odyssey Yacht Charter LLC ("Assignee") to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of City, acting through its Board of Harbor Commissioners ("Board"), subject to the following terms and conditions:

1. Premises. Assignee is permitted under this Revocable License to occupy and use the lands and/or waters and/or facilities designated as Parcel No. 1 consisting of four thousand four hundred (4,400) square feet located at Berth 84 as delineated and more particularly described on Harbor Engineering Drawing No. 5-7423 attached hereto as Exhibit A ("Premises").

2. Permitted Use. The Premises shall be used on a non-exclusive basis for the berthing and docking of chartered commercial passenger vessels serving prescheduled tour groups. Permissible types of tours include, but are not limited to, harbor tours, whale watching tours, dolphin and sea life tours, Catalina trips, weddings, corporate events, holiday parties, memorials at sea, dinner cruises, and film excursions. Sport fishing tours are not permissible. All tours shall be directly operated by Assignee.

The vessels authorized to use the Premises include:

M/V Odyssey
M/V Bahia
M/V Dreamers Dream

Assignee may not berth any vessels other than those listed above at the Premises without first obtaining the written consent of the Director of Waterfront and Commercial Real Estate Division of the Harbor Department ("WCRE Director"). No advertising, scheduling, collection of money or any other activities other than the loading and unloading of passengers and supplies are permitted. Assignee shall maintain and provide to City a schedule of all charters including the number of passengers, and provide updated schedules as often as necessary to provide at least five (5) business days' prior written notice of each intended use of the Premises using the Schedule of Charter Vessels form attached as Exhibit B. The WCRE Director reserves the absolute right to deny Assignee the right to use the Premises for any or all scheduled charters upon twenty-four (24) hours' written notice to Assignee at his or her sole discretion. The WCRE Director or designee reserves the absolute right to deny any such requests for authorization at his or her sole discretion. Assignee acknowledges and agrees that, notwithstanding any expenditures Assignee may have made in preparation for its use of the Premises, City does not guarantee that the Premises shall be available for Assignee's use at any particular time. Assignee's inability to load or unload passengers on any particular day or at any particular time due to the unavailability of the Premises shall not entitle Assignee or any other person to any damages. Assignee's vessels may not arrive at or remain at the Premises other than during the time each vessel is actively loading or unloading passengers and/or supplies. Assignee's vessels must return to each vessel's primary berthing location after each trip unless the vessel is scheduled to go out within the next four hours for another charter. At any other time, any authorized vessel may only dock at the Premises for up to one hour prior to the scheduled departure or one hour after the arrival time. Assignee shall remove all trash and debris from the Premises and the adjacent areas immediately after each use of the Premises. No deviation from the Permitted Use, schedule, or authorized vessels is permitted without the prior written authorization of the WCRE Director or designee.

3. Effective and Termination Dates. This Revocable License shall become effective upon the date of its execution by the Executive Director of the Harbor Department ("Executive Director"), after approval of the Board ("Effective Date") and shall thereafter be revocable at any time by Assignee or by Executive Director upon the giving of at least ninety (90) days' written notice to the other party stating the date upon which this Revocable License shall terminate ("Termination Date"). Termination Date shall also mean the date that the Revocable License terminates in connection with Assignee's Default under Section 13, Assignee's misrepresentation under Section 22, a court decision under Section 23, or a conflict of

TRANSMITTAL 1

interest under Section 24 of this Revocable License, or any termination by operation of law or any other reason. The right of Executive Director to revoke this Revocable License is and shall remain unconditional. Neither City, nor any board, officer, or employee thereof, shall be liable in any manner to Assignee because of such revocation. Assignee shall commence using the Premises for the Permitted Use within thirty (30) days from the Effective Date.

4. Compensation.

(a) Compensation. Assignee shall pay to the Harbor Department as compensation for the use of the Premises seven percent (7%) of all gross receipts for all tours ("Compensation"). Gross receipts shall include all charges, sales, fees, and commissions made, earned, and/or received by Assignee whether collected or accrued, from any business, use, or operation, or any combination thereof, originating, transacted, or performed, in whole or in part, on the Premises pursuant to this Revocable License. Gross receipts include, but are not limited to, all monies collectible from ticket sales, services, and the sale or delivery of goods, wares, and merchandise, exclusive only of retail sales taxes, excise taxes, and other direct taxes on the consumer. No set off or deduction against gross receipts is permitted unless expressly provided for herein. Assignee shall prepare and deliver to the City within fifteen (15) days after the end of each month a completed Gross Receipts Report, on the a form attached as Exhibit C, verified by Assignee's duly authorized officer or representative, showing in reasonable detail the elements and amount of gross receipts generated during the preceding month. Payment of all Compensation due as reflected on each Gross Receipts Report shall accompany the completed Gross Receipts Report. Assignee shall further have prepared and delivered to City on or before the thirtieth (30) day following the end of each year during the term of the Revocable License, a complete, certified, audited annual statement prepared by a Certified Public Accountant and verified by Assignee's duly authorized officer or representative, showing in reasonable detail the elements and amounts of gross receipts generated during the preceding year or fraction thereof. Payment of any unpaid Compensation due under this Revocable License for the preceding year shall accompany the annual statement.

(b) Additional Charges. Use of the Premises for purposes not expressly permitted herein, whether approved in writing by Executive Director or not, may result in additional charges, including charges required under the Tariff. Assignee agrees to pay such additional charges. Compensation due under this Revocable License is in addition to any applicable charges under the Tariff.

(c) Late Charge. Compensation payments which have not been paid within ten (10) days of the due date shall be subject to a service charge consisting of simple interest of one-thirtieth (1/30) of two percent (2%) of the invoice amount remaining unpaid each day for costs and expenses incurred by reason of Assignee's late payment. City shall have the right, without further notice to Assignee, to change the amount charged for the late charge to the amount set forth in Tariff Item No. 270 if the amount in Tariff Item No. 270 changes. Acceptance of any late charge (or any other payments) shall not constitute a waiver of Assignee's default under Section 13 of this Revocable License.

(d) Security Deposit. Prior to the issuance of this Revocable License, Assignee shall deposit with City a sum equal to Two Thousand Dollars (\$2,000) as security for Assignee's performance under this Revocable License ("Security Deposit") including but not limited to covering Assignee's delinquent Compensation and its other obligations under this Revocable License including but not limited to repairing damages to the Premises. Notwithstanding the foregoing, City shall not be required to apply the Security Deposit to any of Assignee's obligations under this Revocable License during the term of the Revocable License. If all or any part of the Security Deposit is used to pay any Compensation due and unpaid or to meet any other Assignee obligation, Assignee shall then immediately reimburse City for the amount applied so that at all times during the life of this Revocable License the full amount of the Security Deposit set forth above shall be on deposit with City. Failure to maintain the full amount of the Security Deposit shall constitute a material breach of this Revocable License. In the sole discretion of Executive Director, Assignee may post other forms of security but only in a form acceptable to the Los Angeles City Attorney. If for any reason City has not initially required a Security Deposit from Assignee, City may at any time and for any reason require a Security Deposit in an amount Executive Director determines necessary to secure performance of the Revocable License. Assignee agrees to post such deposit with City within ten (10) days

of written request from City and agrees that its failure to do so constitutes a material breach of this Revocable License. No interest is payable by City on the Security Deposit. Any deposit required under this Section 4 shall be in addition to any deposit required for the issuance of a Harbor Engineer Permit pursuant to Section 9 of this Revocable License.

(e) No Right of Set-Off. Notwithstanding any other provision of this Revocable License, Assignee's obligation to pay all Compensation shall be absolute and unconditional and shall not be affected by any circumstance including, without limitation, any set-off, counterclaim, recoupment, defense, or other right or claim which Assignee may have against City.

(f) Place of Payment. Assignee shall render its payments to City of Los Angeles Harbor Department, P.O. Box 102647, Pasadena, CA 91189-2647, or any other place that City from time to time may designate in writing. Payment shall be made in U.S. Dollars, either in the form of a check (drawn on a bank located in the State of California) or via electronically transmitted funds. Compensation is to be paid only by Assignee. Notwithstanding the foregoing, acceptance of Compensation paid by any entity or person other than Assignee shall not create any rights under this Revocable License for the entity or person making the Compensation payment.

(g) Compensation. All amounts payable by Assignee to City under this Revocable License during the term of this Revocable License shall be deemed to be Compensation.

(h) Records and Accounts. All books, accounts, and other records showing the affairs of Assignee with respect to its business transacted at, upon, or over the Premises shall be maintained locally, and shall be subject to examination, audit, and transcription by Executive Director or any person designated by him or her, and in the event it becomes necessary to make such examination, audit, or transcription at any place other than within fifty (50) miles of the Premises, then all costs and expenses necessary, or incident to such examination, audit, or transcription shall be paid by Assignee. These records shall be retained during the term of this Revocable License so that the records for the four (4) most recent years are available. After this Revocable License terminates, Assignee shall maintain the records for the four (4) most recent years for at least two (2) years. Upon request in writing by Executive Director or his or her designated representative, Assignee shall furnish a statement of the exact location of all records and name and telephone number of the custodian of these records. The statement shall be submitted within fifteen (15) days of the request and shall contain such detail and cover such period of time as may be specified in any such request.

5. Utility Charges. Unless otherwise provided for herein, Assignee shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including City.

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

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

8. Maintenance and Repair. Assignee, at its sole cost and expense, shall provide sufficient dumpsters or other like containers for trash collection and disposal and keep the Premises free and clear of rubbish, debris, and litter at all times. Assignee shall perform annually, at a minimum, before the commencement of the rainy season, inspections and cleaning of any storm water catch basins (including filters), maintenance holes, and drains, maintaining the submerged land underlying any water berthing area at the Premises free and clear of debris from the wharf and from vessels, and loading and unloading operations of vessels berthed at said berths in connection with Assignee's undertaking of the Permitted Use. Assignee, at its sole cost and expense, further shall keep and maintain the Premises in a safe, clean, and sanitary condition in accordance with all applicable federal, state, municipal, and other laws, ordinances, rules, and regulations.

Assignee shall monitor and immediately report any and all damages to the Premises, whether caused by Assignee or a third party, to the Port Police and to the WCRE Director. Assignee shall be responsible, at its sole cost and expense, for all costs, direct or indirect, associated with repairing any damage to the Premises resulting from Assignee's use of the Premises. The Harbor Department shall have the option of either making the repairs or requiring Assignee to make the repairs. If the Harbor Department makes the repairs, Assignee agrees to reimburse the Harbor Department for the City's costs incurred in making the repairs. All damage shall be presumed to be the responsibility of Assignee, and Assignee agrees to be responsible for such damage, unless Assignee can demonstrate to the satisfaction of the Executive Director that someone other than Assignee or its officers, agents, employees, customers, contractors, licensees, or other invitees caused the damage. The sufficiency of proof presented by Assignee to the Harbor Department shall be determined by the Executive Director in the Executive Director's sole judgment. Assignee shall monitor and immediately report any and all damage to the Premises and, no later than two business days after the occurrence and/or discovery of any damage to the Premises, provide to the Executive Director in writing a description of the date, time, and cause of the damage, and identity of any responsible party or parties, to the extent Assignee is able to ascertain such information.

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

10. Signs and Lighting. Assignee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Assignee obtains consent, Assignee shall also comply with the requirements of Section 9 of this Revocable License prior to erecting or displaying any signs or advertising matter on the Premises. Assignee shall further post, erect, and maintain on the Premises such signs as Executive Director may direct. All signs erected or displayed on the Premises shall comply with the regulations set forth in Section 14.4.1 *et seq.* of the Los Angeles Municipal Code. Assignee acknowledges that the Premises may lack adequate lighting for a Permitted Use and that Assignee is responsible for installing temporary or permanent lighting as it may deem necessary to perform any labor, or to protect any property stored or located on the Premises, or to otherwise use the Premises for any Permitted Use. Assignee shall comply with the requirements of Section 9 of this Revocable License prior to installing any lighting. Any lighting installed shall meet Illuminating Engineering Society / American National Standards Institute (IES/ANSI) standards.

11. Immediate Access to Repair / Maintain Premises. Assignee is aware that City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Assignee agrees to relocate, at its expense, all of its equipment and other personal property to provide such personnel adequate access. Assignee agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Assignee agrees neither the department servicing the Premises nor City shall be responsible for any loss Assignee may suffer as a result of such maintenance or repair.

12. Premises Subject to Tariff. Assignee accepts the Premises and shall undertake the Permitted Use set forth in Section 2 of this Revocable License subject to each and every term and condition provided herein, and to each and every rate, term, and condition of the Tariff, as applicable to the Premises and/or the Permitted Use. Assignee represents and warrants that it has received, read, and understands the rates, terms, and conditions of the Tariff. Except as otherwise set forth in this Revocable License, Assignee is contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Revocable License and a Tariff provision. In the event of such conflict, this Revocable License shall at all times prevail.

13. Assignee Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Assignee under this Revocable License: (1) Assignee's failure to pay when due any Compensation required to be paid under this Revocable License if the failure continues for three (3) days after written notice from City; (2) Assignee's failure to perform any other obligation under this Revocable License if Assignee fails to cure the failure within three (3) days after delivery of written notice of the failure from City to Assignee; (3) Assignee's abandonment of the Premises including but not limited to (i) Assignee's absence from or failure to use the Premises or any substantial portion thereof for three (3) consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Revocable License; or (ii) if Assignee is not in default, Assignee's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Assignee, 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; (4) To the extent permitted by law (i) a general assignment by Assignee or any guarantor of the Revocable License for the benefit of the creditors without written consent of City; (ii) the filing by or against Assignee, 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 Assignee or any guarantor, unless possession is unconditionally restored to Assignee 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 Assignee located on the Premises, or of Assignee's interest in this Revocable License, unless that seizure is discharged within thirty (30) days.

(b) City's Remedies. City may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Revocable License. City's remedies are cumulative and not inclusive. Nothing herein shall imply that City's right to terminate this Revocable License as provided in Sections 22 and 24 of this Revocable License is limited in any way. All personal property that remains on the Premises after Assignee vacates the Premises shall become the property of City at City's option.

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, Assignee, at Assignee's sole cost and expense, shall comply with all applicable federal, state, county, 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 Assignee'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 15(c)), the Premises, and/or Assignee's use and/or occupancy thereof.

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

(c) Assignee shall not cause or permit any Environmentally Regulated Material, as defined in this Section 15(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 2 of this Revocable License, if any. Assignee shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Assignee'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) Assignee 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"), whether caused by Assignee or any third-party during Assignee'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 City, 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, Assignee shall also comply with any other conditions reasonably imposed by City. If Assignee knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about the Premises, Assignee shall immediately give written notice to City.

(e) Assignee 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. For purposes of CERCLA, and any and all other Applicable Laws, Assignee shall be considered the owner and operator. Assignee agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Assignee as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Assignee and that Assignee shall indemnify and hold City 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. City, at its sole option, may pay such claims, damages, fines, penalties, and/or judgments resulting from Assignee's noncompliance with any of the aforementioned authorities, and Assignee shall indemnify and reimburse City for any such payments.

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

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

(h) Assignee shall implement City's Harbor 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 Revocable License, Assignee's obligations in this Section 14 shall survive the Termination Date of this Revocable License.

15. Restoration and Surrender of Premises. Upon the termination of this Revocable License, Assignee shall quit and surrender occupancy and use of the Premises to City and shall, without cost to City, remove any and all its property and restore the Premises to the same or as good condition as the same were in at the time of the first occupancy thereof by Assignee. Assignee may incur additional charges and/or forfeit any deposit if Assignee fails to fully restore the Premises to the satisfaction of the Executive Director prior to the termination of this Revocable License.

16. Compensation During Restoration. Assignee understands and agrees it is responsible for complete restoration of the Premises before the Termination Date, as provided in this Revocable License and under Applicable Laws, including but not limited to the clean-up of any Contamination in, on or about the Premises. If, for any reason, such restoration is not completed before the Termination Date, then Assignee is obligated to pay City compensation during such restoration period, in an amount equal to the then fair market rental value of the Premises and City's Harbor Department's then established rate of return as determined by City; however, said compensation amount shall not be less than the Compensation paid by Assignee at the time of the Termination Date. Assignee also agrees to provide City a surety bond, in an amount determined by Executive Director, in his or her sole reasonable discretion, to assure removal of Contamination from the Premises at any time City demands such bond.

17. Indemnity.

(a) Except as may arise from the sole negligence or willful misconduct of City, Assignee shall at all times relieve, indemnify, protect, and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(i) Any dangerous, hazardous, unsafe, or defective condition of, in, or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Assignee and its officers, agents, employees, assignees, or invitees;

(ii) Any operation conducted upon, or any use or occupation of, the Premises by Assignee and its officers, agents, employees, assignees, or invitees under or pursuant to the provisions of this Revocable License or otherwise;

(iii) Any act, error, omission, willful misconduct, or negligence of Assignee and its officers, agents, employees, assignees, or invitees, arising from the use, operation, or occupancy of the Premises, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto;

(iv) Any failure of Assignee and its officers, agents, or employees to comply with any of the terms or conditions of this Revocable License or any Applicable Laws; or

(v) The conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (i), (ii), (iii) and (iv) above, existing or conducted upon or arising from the use or occupation by Assignee or its invitees on any other premises within the Harbor District, as defined in the Charter of City.

(b) Assignee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in this Section 17. The term "persons" as used in this Section 17 shall include, but not be limited to, officers and employees of Assignee.

(c) Assignee shall also indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees) which arise during or after the term of this Revocable License as a result of Contamination for which Assignee is otherwise responsible for under the terms of this Revocable License. This indemnification of City by Assignee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state, or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

(d) The indemnity obligations under this Section 17 shall survive the Termination Date of this Revocable License and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

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

(a) Commercial general liability or marine 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 City if a Best's Rating is not available) with Assignee's normal limits of liability, but not less than Three Million Dollars (\$3,000,000) for injury or death to one or more persons out of each accident or occurrence and Three Million Dollars (\$3,000,000) for bodily injury and property damage for each occurrence / Six Million Dollars (\$6,000,000) general aggregate.

(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.

(c) Hull and machinery coverage up to the value of each vessel Assignee or any Sub-Assignee operates at the Premises and watercraft protection and indemnity coverage with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another including masters and members of the vessel crew, and Jones Act risks or equivalent thereto internationally. City shall be named as an Additional Insured.

(d) In addition to and concurrently with the aforesaid insurance coverage, Assignee shall also secure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000.00), covering legal liability of Assignee and/or Sub-Assignee for damage or destruction to the works, buildings, and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board, with waiver of subrogation in favor of Assignee and/or Sub-Assignee so long as permitted by Board's fire insurance policy, upon thirty (30) days' prior written notice thereof to Assignee and/or Sub-Assignee at any time during the term of this Revocable License. Neither City nor Board should be named as additional insureds on this policy.

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

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

(g) Policies submitted pursuant to Section 18 of this Revocable License 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 all the insureds, including any sole negligence of the additional insureds, under Revocable License No. 2023-10, and under any amendments, modifications, extensions, or renewals of said Revocable License regardless of whether such

contractual obligations, operations, uses, occupations, acts, and activities occur on the Premises or elsewhere.”

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

(h) Assignee shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this Revocable License in accordance with Section 3700 of the California Labor Code. Assignee and/or Sub-Assignee shall file with City one of the following:

(i) A certificate of consent to self-insure issued by the Director of Industrial Relations, State of California;

(ii) A certificate of Workers' Compensation insurance issued by an admitted carrier; or

(iii) An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

Such documents shall be filed prior to Assignee's occupancy of the Premises. Where Assignee has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Assignee shall furnish proof of such coverage to City. It is suggested that Assignee consult with an insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(i) All insurance procured by Assignee shall comply with the following:

(i) For each insurance policy described above, Assignee shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason. Such notice shall be in writing sent via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S Palos Verdes Street, San Pedro, California 90731.

(ii) Electronic submission is the required method of submitting Assignee's insurance documents. KwikComply 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. Assignee's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Assignee's.

(iii) Prior to the expiration of each policy, Assignee and/or Sub-Assignee shall show through submitting to KwikComply that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to KwikComply. If Assignee and/or Sub-Assignee neglects or fails to secure or maintain the required insurance, or if Assignee and/or Sub-Assignee fails to

submit proof of insurance as required above, City's Harbor Department may, at its option and at the expense of Assignee and/or Sub-Assignee, obtain such insurance for Assignee and/or Sub-Assignee.

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

(v) Upon request by City, Assignee must furnish a copy of the binder of insurance and/or full certified copies of any or all policies of insurance required herein. Assignee's obligation to provide such copies shall survive the Termination Date regardless of whether City's request is made prior to or after the Termination Date.

(vi) Assignee shall report in writing to Executive Director within fifteen (15) days after it, its officers, or its managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Assignee's and/or Sub-Assignee's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other information as may be known to Assignee, its officers, or its managing agents.

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

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

21. Transfer of Stock. If Assignee is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Assignee is traded during any calendar year after filing its application for this Revocable License, Assignee shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Assignee is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of Assignee's stock is transferred, whether by one or by means of successive transfers, regardless of whether Assignee is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of Section 19 of this Revocable License. Any such transfer shall void this Revocable License. Such a transfer is agreed to be a breach of this Revocable

License which shall entitle the Executive Director to immediately terminate this Revocable License by giving written notice thereof.

22. Termination for Misrepresentations. This Revocable License is granted pursuant to an application filed by Assignee with City. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Revocable License, Executive Director may terminate this Revocable License immediately upon written notice to Assignee.

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

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

25. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Revocable License, 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 City: 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 Assignee: Odyssey Yacht Charter LLC
2 Forest View
Mission Viejo, California 92692
Attn: Mario Fernandez

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

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

27. No Waiver. No waiver by either party at any time of any terms or conditions of this Revocable License shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of compensation by City shall not be deemed a waiver of any other breach by Assignee of any

term or condition of this Revocable License other than the failure of Assignee to timely make any particular compensation payment so accepted. No breach of a covenant, term, or condition of this Revocable License will be deemed to have been waived by City unless the waiver is in writing and executed by City.

28. Joint and Several Obligations of Assignee. If more than one individual or entity comprises Assignee, the obligations imposed on each individual or entity that comprises Assignee under this Revocable License shall be joint and several.

29. Time of the Essence. Time is of the essence in this Revocable License.

30. Nondiscrimination and Affirmative Action Provisions. Assignee 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 Revocable License shall contain this provision.

31. 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. Assignee 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 Revocable License.

32. 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. Assignee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

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

34. 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 as a policy of City's Harbor Department. Assignee shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate this Revocable License and otherwise pursue legal remedies that may be available.

35. Business Tax Registration Certification. Assignee 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. Assignee shall provide City evidence that all such Certificates have been obtained. Assignee 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.

36. Wilmington Truck Route. It is recognized by both parties that Assignee may not directly control any trucks serving the Premises. However, Assignee 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. The Wilmington Truck Route may be modified from time to time at the sole discretion of Executive Director with written notice to Assignee.

37. State Tidelands Act. This Revocable License, the Premises, and Assignee'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. Assignee 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.

38. Section Headings. Section headings used in this Revocable License are merely descriptive and not intended to alter the terms and conditions of the sections.

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

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

41. Governing Law and Venue. This Revocable License 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 Revocable License shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

43. Prior Agreement Superseded. This Revocable License supersedes Revocable Permit No. 22-14 granted by City to Assignee. From and after the Effective Date, Revocable Permit No. 22-14 shall have no further force or effect except to the extent either party has accrued any continuing rights or obligations that remain to be exercised or performed after the termination or expiration of Revocable Permit No. 22-14 as provided in Revocable Permit No. 22-14.

(signature page follows)

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

DATED: _____

By _____
Executive Director

Attest: _____
Board Secretary

The undersigned Assignee hereby accepts the foregoing Revocable License and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof, including those set forth in any addendum.

ODYSSEY YACHT CHARTER LLC

DATED: 9/19/23

By: 
MARIO FERNANDEZ Owner
Type/Print Name and Title

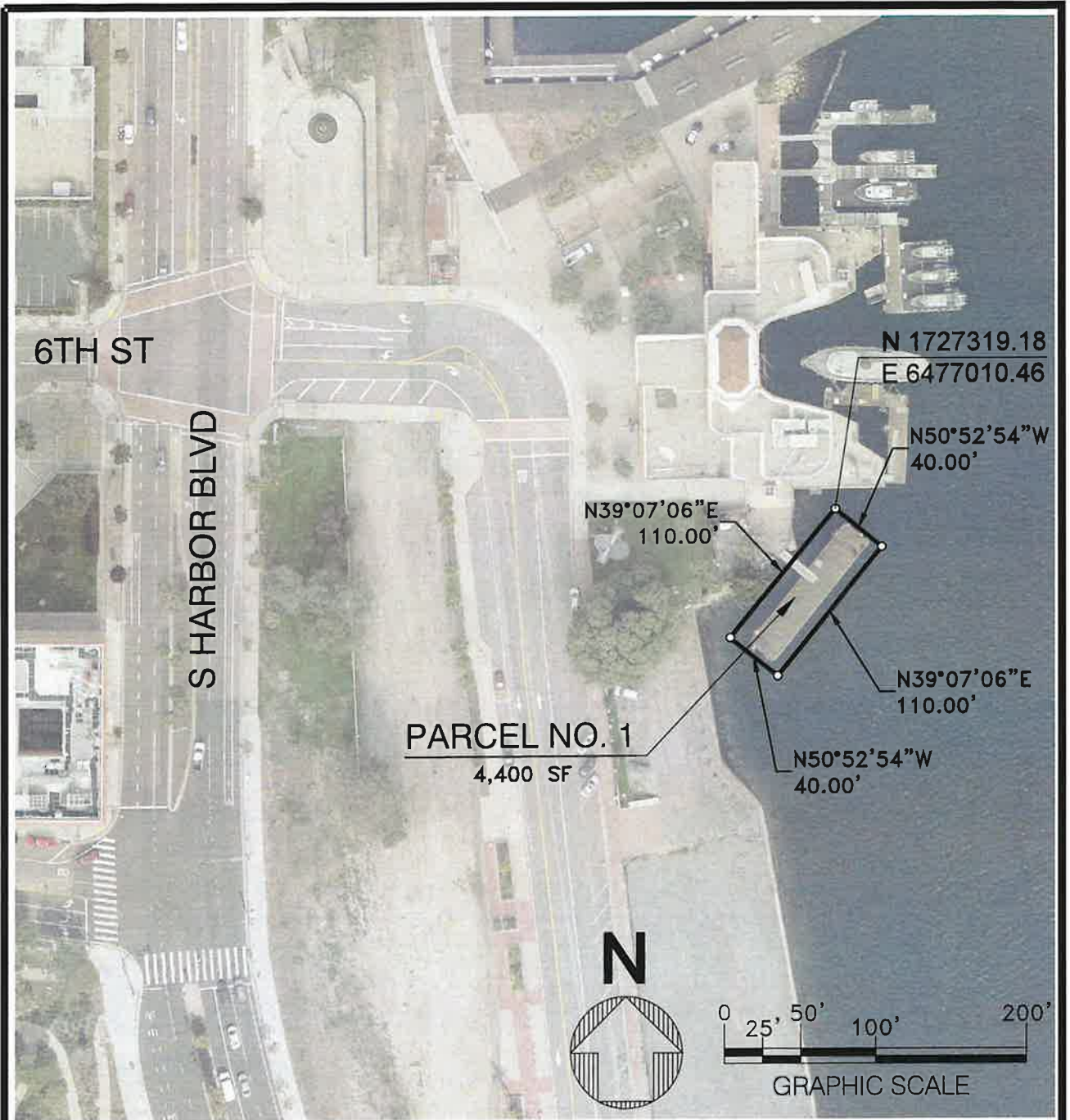
By: _____

Type/Print Name and Title

APPROVED AS TO FORM AND LEGALITY

October 23, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: 
JANET KARKANEN, Deputy



NOTES:

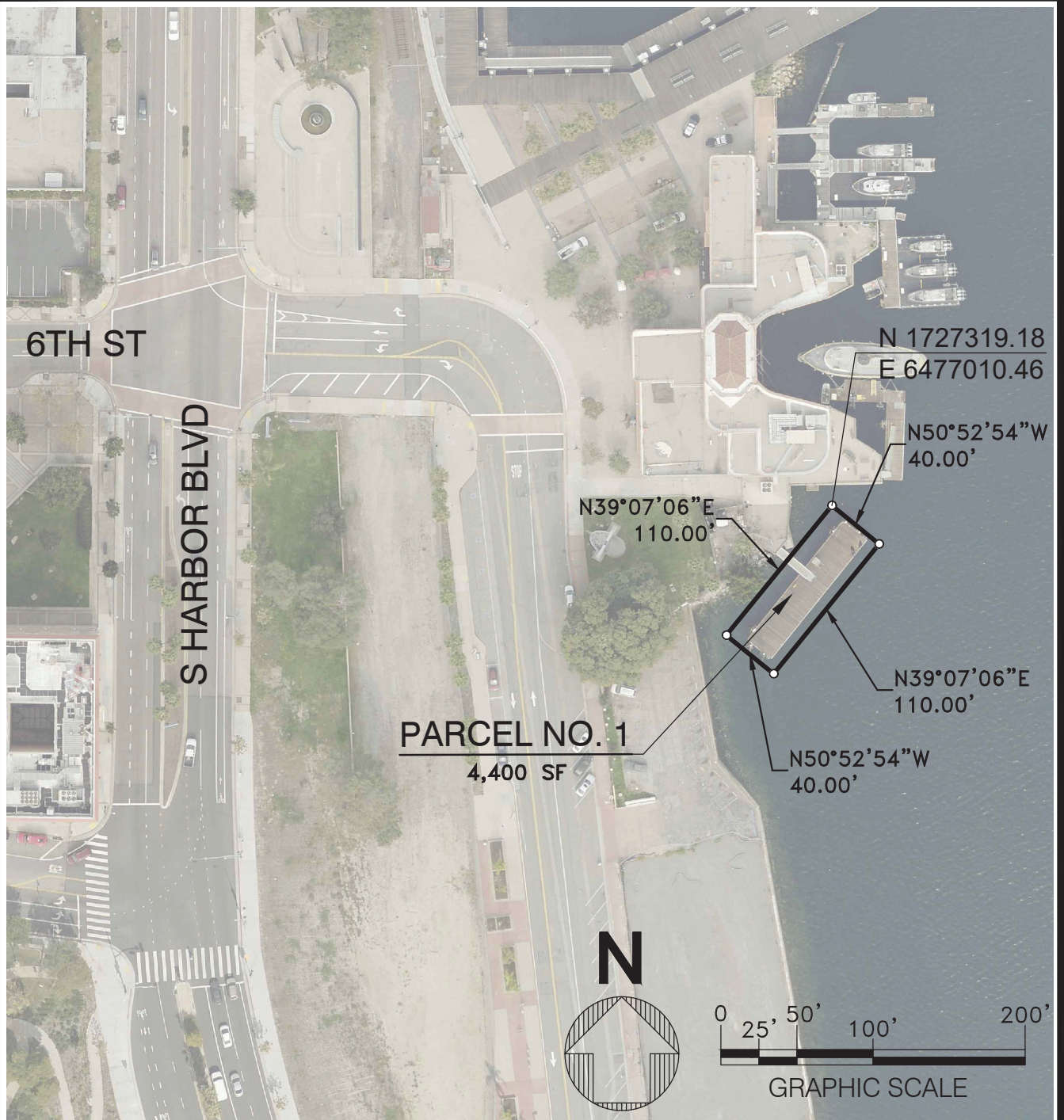
- 1) NO SUBSTRUCTURES ARE SHOWN ON THIS DRAWING. ACCURATE SUBSTRUCTURE INFORMATION MUST BE OBTAINED FROM LESSEES AND L.A.H.D. ENGINEERING RECORDS.
- 2) HORIZONTAL DATUM IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), CALIFORNIA COORDINATE SYSTEM, ZONE 5, FEET.
- 3) ALL DISTANCES SHOWN ON THIS 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.

SCALE: AS SHOWN	CHIEF OF DESIGN <i>Christina U. Sa</i>	PERMIT MAP - AUTHORITY NO. RL 2023-09	
DRAWN: P. HOANG CHECKED: C. SAR DESIGNED: P. HOANG	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Paul Sar</i>	<h1 style="margin: 0;">ODYSSEY YACHT</h1>	
ENGR/ARCH <i>Phack Hoang</i>	CHIEF HARBOR ENGINEER <i>D. O'Connell</i> 6-14-23 DATE		DRAWING NUMBER <h2 style="margin: 0;">5-7423</h2>
		THE PORT OF LOS ANGELES ENGINEERING DIVISION <small>425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309</small>	

Exhibit A

DWG: N:\cad\project\03\WLE\AS\Signed Drawings\5-7423.dwg USER: hoangp
 DATE: Jun 14, 2023 4:56pm XREFS: BDR1-PIER IMAGES LG_6471_17259 LG_6471_17259
 POLAPRO5_VER.1_12/96

Transmittal 2



NOTES:

- 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.

DWG: N:\cadd\proj\crl\O.W. LEASES\Signed Drawings\5-7423.dwg USER: hoangp
 DATE: Jun 14, 2023 4:30pm XREFS:BDRY-PIER IMAGES\LG_6471_1725d LG_6471_1725a
 POLAPROE_VER_1_12/96

SCALE: AS SHOWN	CHIEF OF DESIGN <i>Christina L. Sa</i>
DRAWN: P. HOANG	ASSISTANT CHIEF OF HARBOR ENGINEER <i>Paul Anderson</i>
CHECKED: C. SAR	
DESIGNED: P. HOANG	
ENGR/ARCH <i>Phoek Hoang</i>	CHIEF HARBOR ENGINEER <i>D. J. [Signature]</i>
	DATE 6-14-23

PERMIT MAP - AUTHORITY NO. RL 2023-09

ODYSSEY YACHT



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

DRAWING NUMBER

5-7423

**8. RESOLUTION NO. _____ - COMMUNITY
INVESTMENT GRANTS FOR INTERNATIONAL TRADE
EDUCATION PROGRAMS, INC. DBA EXP AND LOS
ANGELES MARITIME INSTITUTE**



DATE: NOVEMBER 15, 2023

FROM: COMMUNITY RELATIONS

SUBJECT: RESOLUTION NO. _____ - COMMUNITY INVESTMENT GRANTS FOR INTERNATIONAL TRADE EDUCATION PROGRAMS, INC. DBA EXP AND LOS ANGELES MARITIME INSTITUTE

SUMMARY:

Staff requests approval of the proposed agreements between the City of Los Angeles Harbor Department (Harbor Department) and International Trade Education Programs, Inc. dba EXP (EXP) and Los Angeles Maritime Institute (LAMI) for Community Investment Grants supporting their educational programs (Agreements).

EXP and LAMI were selected through the Community Investment Grant Program process. The proposed Agreements are for two years in the amounts of: 1) EXP - \$346,150 per year for a total of \$692,300; 2) LAMI - \$290,000 per year for a total of \$580,000. The combined two-year total for both Agreements is \$1,272,300. The Harbor Department is financially responsible for funding the proposed Agreements.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;
2. Find that the proposed Community Investment Grants are consistent with the criteria of the Board-approved Sponsorship/Hosting Policy (March 2010);
3. Approve the proposed Agreement with EXP for a term of two years and a total not-to-exceed amount of \$692,300;
4. Approve the proposed Agreement with LAMI for a term of two years and a total not-to-exceed amount of \$580,000;
5. Authorize the Executive Director and the Board Secretary to execute and attest to the proposed Agreements with EXP and LAMI; and

SUBJECT: COMMUNITY INVESTMENT GRANTS FOR INTERNATIONAL TRADE EDUCATION PROGRAMS, INC. DBA EXP AND LOS ANGELES MARITIME INSTITUTE

6. Adopt Resolution No. _____.

DISCUSSION:

Background/Context – On March 1, 2023, the application for Fiscal Year (FY) 2024 Community Investment Grants was made available on the Port of Los Angeles' website. The Community Investment Grant program, which has been in place since FY 2014, funds a variety of non-profit groups that organize community programs and events benefiting both the Harbor Department and Harbor Area. A virtual workshop for those interested in applying was held in April and grant applications were due in May. The selection committee was comprised of six members with familiarity of the Harbor communities. The selection committee consisted of three Harbor Department employees, two community representatives and one Council District 15 representative.

Community grant proposals were split into two categories: General \$99,999 and under; and Large - \$100,000 and over. For the large grants, all six members rated the proposals and discussed appropriate funding levels for those programs selected to receive grants. The EXP and LAMI applications came in under the "large" category with requests of \$850,000 in total yearly funding. The selection committee is recommending funding at \$346,150 for EXP and \$290,000 for a period of two years each.

EXP - International Trade Education Programs, Inc. (ITEP) dba EXP, was established in 1999 by maritime industry leaders and founded by a former Port of Los Angeles Harbor Commissioner. Their goal was to bridge the gap between the port industry's need for a skilled workforce and the local high school's struggle to graduate students. ITEP recognized early on the importance of forging partnerships where businesses offer pathways to high growth careers, internships, apprenticeships, job shadowing and work-based learning opportunities. These real-world experiences offer students a glimpse into their future while giving them a competitive edge in the workforce.

In 2018, EXP completed a thorough review of its organizational strategy and stakeholder perceptions, developing a five-year strategic plan including a new brand identity that would capture the depth and breadth of EXP program services throughout the targeted service areas. EXP launched in September 2018. With the tagline "The opportunity engine," the EXP brand captures the organization's entrepreneurial drive, honors its enduring legacy in the Port of Los Angeles (POLA), and remains true to its core mission: to help young people gain experience, unlock doors and build the confidence they need to succeed in school and have a solid understanding of how they can pursue a career of their interest in the Port and maritime business ecosystem.

From a humble beginning serving a handful of students in one pathway academy, International Trade Academy, at Phineas Banning High School in Wilmington, EXP has

SUBJECT: COMMUNITY INVESTMENT GRANTS FOR INTERNATIONAL TRADE EDUCATION PROGRAMS, INC. DBA EXP AND LOS ANGELES MARITIME INSTITUTE

grown exponentially. In 2013, EXP programs touched the lives of 1,500 students. By 2019, EXP reached more than 6,000 students in Southern California. Today, EXP is proud to make its programs accessible to approximately 8,200 students in 12 schools and 18 industry pathways spanning the Greater Los Angeles Region.

EXP works in collaboration with industry, education, student, and community partners to identify and address barriers and challenges, to effectively deliver services that are responsive to student and community needs. They are committed to maximizing their students' workforce development experiences and expose them to the vast array of college and career opportunities. EXP's comprehensive programs and services engage students throughout their high school journey and beyond in the following ways:

- 1) **College and Career EXPloration** is a comprehensive program initiative designed to empower high school students with the knowledge and skills they need to make informed decisions about their future education and career path. These programs include off-campus career discovery and exploration day events, where students learn about careers in an array of high-wage and high-growth industries and have the opportunity to interact with a variety of industry professionals. These activities are crafted to inspire, inform, and guide students on their journey towards higher education and meaningful careers.
- 2) **The EXPression Program** is an innovative and transformative initiative that places mentorship as its core, aiming to inspire and guide students on a journey of self-discovery, personal growth, and creative expression. This unique program platform allows students to connect with caring and experienced mentors that are passionate about nurturing talent, sparking creativity, and helping mentees unleash their full potential. EXP delivers a fall and spring Industry Coaching Program and a signature Young Fellows Program (mentoring) series.
- 3) **The Career EXPerience Program** is a dynamic work-based learning initiative that bridges the gap between education and the professional world by offering students real-world experiences. The program provides students with the opportunity to explore potential career paths, gain hands-on experiences, and build essential skills through work-based learning, ultimately helping them make informed decisions about their futures after high school. The Career EXPerience Program includes:
 - a. Signature Guest Speaker Series
 - b. Job Shadowing and Business Site Tours
 - c. College and University Tours
 - d. Career Fairs
 - e. Summer Maritime Immersion Program
 - f. 12-month Internship Program, featuring a series of career-readiness workshops, resumé and cover letter development, mock interviews,

SUBJECT: COMMUNITY INVESTMENT GRANTS FOR INTERNATIONAL TRADE EDUCATION PROGRAMS, INC. DBA EXP AND LOS ANGELES MARITIME INSTITUTE

employer interviews, and a high-quality paid internship in a supportive professional environment.

- 4) **Career EXPanded Opportunities** is a transformative initiative that provides post-high school students and young adults with a wide array of employment resources, professional development, and networking opportunities as they navigate the critical transition to post-secondary education and/or career.

Notably, during the summer of 2023, approximately 80 EXP-supported students entering their senior year of high school participated in the Harbor Department's Summer Internship Program. The students receive a practical introduction and real-world work experience in careers related to maritime, trade, transportation and logistics, environmental, and security sectors, to name a few.

Exposure to the Port and other various maritime-related industries offered by this program helps generate awareness, interest, and preparation among EXP students; the next generation of maritime industry professionals. Likewise, the EXP program helps to ensure a continued strong, stable workforce which can greatly benefit the POLA and maritime industries for decades to come.

LAMI - TopSail is a program of the Los Angeles Maritime Institute, a non-profit, public benefit corporation which operates in conjunction with the Los Angeles Maritime Museum. TopSail is an experiential education program for at-risk youth which has been in operation since 1992. The program consists of three to five one-day sails in and around San Pedro Bay with the option of a multi-day voyage, usually to Catalina Island. TopSail's programs use the twin brigantines, the *Exy Johnson* and the *Irving Johnson*, the Official Tall ships of the City of Los Angeles.

TopSail is known as a highly successful program which promotes teamwork, teaches responsibility, and encourages leadership and self-esteem by providing character-building opportunities. At the same time, participants receive educational information regarding the Port and the maritime industry. For some of the participants, the TopSail voyages represent their first awareness of the Port and its operations. Testimonials from educators, participants and others indicate that the TopSail experience has served to encourage the majority of the students to stay in school and lead more productive lives. More than 100,000 students have been served over the past decade alone.

Agreement Requirements - All Harbor Department Community Investment Grants must be for programs, projects and events that are Tidelands Trust compliant. They must show a nexus to these requirements, and it must be clearly explained on the application. This is not only a factor for the committee in the selection process but is also reviewed by the City Attorney's Office before final selection is confirmed. Those without a Tidelands Trust nexus cannot be supported with Harbor Department Funds.

DATE: NOVEMBER 15, 2023

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SUBJECT: COMMUNITY INVESTMENT GRANTS FOR INTERNATIONAL TRADE EDUCATION PROGRAMS, INC. DBA EXP AND LOS ANGELES MARITIME INSTITUTE

The two large grant awardees in this case, have shown a Tidelands Trust nexus and have been reviewed by the City Attorney's Office.

Each grant Agreement requires the Grantee to list the benefits expected to be realized by both the Grantee as well as the Harbor Department if a grant request is funded. While Grantee benefits differ based upon their respective missions or goals, benefits realized by the Harbor Department typically include recognition of the Port's investment in the Grantee's outreach materials, website, eblasts, flyers, etc. Additionally, where appropriate, Harbor Department participation opportunities in Grantee programs are encouraged.

The Harbor Department's Community Investment Grant oversight does not end at the writing of the check. Community Relations staff monitor grantee programs, projects and events throughout the year and a wrap-up report is required from each grant recipient by the close of the fiscal year in which they received their grant. Failure to provide a wrap-up report or follow-through on Harbor Department recognition as detailed in their Agreement will detrimentally affect future year grant opportunities should these requirements not be met.

Past Agreements

ITEP/EXP - In FY 2007, the Board of Harbor Commissioners approved Agreement E2490, a one-year grant of \$440,000 to specifically assist ITEP with the expansion of its maritime education programs, start-up costs for establishing ITEP as an independent, non-profit corporation, and for development of marketing materials to solicit corporate sponsorships. In a letter dated December 14, 2005, the State Tidelands Commission approved utilization of Port revenue for this program and provided recommendations on future funding. The State Tidelands Commission stated that compliance with the recommendations were within the Port of Los Angeles' discretion, but not mandated by the Commissions' granting statute or existing public trust doctrine. In all subsequent actions, the Board of Harbor Commissioners has exercised its authority to determine the level of funding and how those funds should be used.

The Board subsequently approved Agreement E2646, providing funding of \$400,000 each year for FY 2008 and FY 2009 to assist with development of a model academy for potential implementation on a regional or state-wide basis. ITEP met or exceeded all requirements of Agreement E2646, including the establishment of academies at San Pedro High School, Barstow High School in the Inland Empire, Excel High School in Oakland and at high schools in Gardena and Carson.

Funding was not provided to ITEP in FY 2010 because they were able to operate with prior year funds received from the Port.

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SUBJECT: COMMUNITY INVESTMENT GRANTS FOR INTERNATIONAL TRADE EDUCATION PROGRAMS, INC. DBA EXP AND LOS ANGELES MARITIME INSTITUTE

The Board approved Agreement 10-2897 in FY 2011, a three-year agreement which continued to provide ITEP with \$400,000 per year for its programs.

The Board approved Agreement 13-3154 on August 12, 2013, in the amount of \$400,000 for the academic year ending June 30, 2014, and in 2014, a one-year agreement in the amount of \$330,000 was approved.

Under the Community Investment Grant Program, the following grants have been made: \$680,000 total (Agreement 15-3350) for FY 2016 and FY 2017; \$700,000 total (Agreement 19-3672) for FY 2020 and FY 2021; and \$670,000 total (Agreement 21-9909) for FY 2022 and FY 2023.

LAMI - The Board of Harbor Commissioners initially approved a two-year agreement with LAMI for TopSail in March 1997 for FY 1998 and FY 1999, for a total of \$200,000 per year. At the conclusion of the second year, the success of the program was re-evaluated prior to eventual sponsorship of a third and fourth year at the same level.

Agreement No. 2177 was approved in March 2002 for annual sponsorship of \$300,000 for an additional three-year period. Subsequently, the Board approved the first Amendment to Agreement No. 2177 which increased the annual sponsorship by \$467,000 to assist with capital repayment costs for the completion of twin brigantines commissioned on April 27, 2002. Both actions were also approved by the City Council. Agreement No. 2177 covered fiscal years 2002 through 2004.

Agreement No. 2330 was approved in July 2004 for annual sponsorship of \$450,000 for an additional three-year period. This action was approved by the City Council in September 2004. Agreement 2330 covered fiscal years 2005 through 2007.

Agreement No. 2581 was approved on February 27, 2007. This agreement was for three years with a sliding financial package starting at \$525,000 and increasing three percent each year for a final year compensation of \$556,972.

Agreement No. 10-2890 was approved on October 13, 2010. This agreement was for three years with a financial package of \$350,000 per year for a total amount of \$1,050,000. An amendment to this Agreement in the amount of \$175,000 continued funding of the LAMI program through the end of calendar year 2013.

Agreement 13-3213 was approved on December 12, 2013, for \$175,000 bringing total funding in FY 2014 to \$350,000 and, in 2014, a one-year agreement for \$225,000 was approved.

Under the Community Investment Grant Program, the following grants have been made: \$510,000 total (Agreement 15-3351) for FY 2016 and 2017; \$550,000 total (Agreement

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17-3520) for FY 2018 and FY 2019; \$550,000 total (Agreement 19-3673) for FY 2020 and FY 2021; and \$520,000 total (Agreement 21-9837) for FY 2022 and FY 2023.

EXP submitted a grant application (Transmittal 1) which requested \$450,000 in funding to prepare high school students in underserved communities in the Harbor Gateway area, including the Wilmington, San Pedro, and Harbor City communities. Based upon its review of EXP's application, the selection committee recommended a grant of \$346,150 per year, or \$692,300 over a two-year period. Based upon the selection committee's recommendation, staff proposes entering into the proposed grant agreement (Transmittal 2) with EXP.

LAMI submitted a grant application (Transmittal 3) which requested \$400,000 in funding to administer the *TopSail Youth Program*. Based upon its review of LAMI's application, the selection committee recommended a grant of \$290,000 per year, or \$580,000 over a two-year period. Based upon the selection committee's recommendation, staff proposes entering into the proposed grant agreement (Transmittal 4) with LAMI.

ENVIRONMENTAL ASSESSMENT:

Find that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines as determined by the Director of Environmental Management.

FINANCIAL IMPACT:

Approval of the proposed Agreements will commit \$692,300 to EXP and \$580,000 to LAMI to fund each of these grant agreements for a total of \$1,272,300 over a two-year period.

FY 2024 funding in the amount of \$636,150 is available within Account 52031 (Sponsorships), Center 0220, Program 000. If the agreements are approved, \$636,150 (\$346,150 for EXP and \$290,000 for LAMI) will again be requested to be budgeted as part of the Harbor Department's FY 2025 annual budget adoption process. If future fiscal year funds are not appropriated by the Board in any subsequent fiscal year, the agreements shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

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CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed Agreements as to form and legality.

TRANSMITTALS:

1. Grant Application - EXP
2. Agreement – EXP
3. Grant Application - LAMI
4. Agreement – LAMI

FIS Approval MB
CA Approval SO



CECILIA MORENO
Director of Community Relations



ARLEY BAKER
Sr. Director of Communications &
Stakeholder Engagement



DAVID LIBATIQUE
Deputy Executive Director
Stakeholder Engagement

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

ES:DL:AB:CM:JB:cp
Author: C. Piña

Transmittal 1

**Port of Los Angeles
Community Investment Grant Program
APPLICATION - Fiscal Year 2023-24**

Please include additional pages, if necessary, for any of the responses

Applicant Information	
Organization Name (include electronic file with logo)	International Trade Education Programs, Inc. (ITEP) dba EXP
Tax Exempt Non-Profit Entity §501(c)(3) Status	Internal Revenue Service letter confirming 501(c)(3) tax exempt status ATTACHED below
City of L.A. Business Tax Registration Certificate (BTRC) Number	000213201-0001-1
Event/Program/Project Name	Preparing the Next Generation Workforce
Date(s)	July 1, 2023 – June 30, 2024
Location(s)	Greater Southern California area with core emphasis on Harbor Gateway Area, including the Wilmington, San Pedro, and Harbor City communities.
Brief Description (more detailed information to be included on next page)	Prepare high school students in underserved communities for college and career opportunities in Port-related and other high-skill and high-growth industries.
Estimated Attendance	8,200
Free or Ticketed Event? Anticipated ticket price?	N/A – EXP does not have fees associated with student participation.
Budget	BUDGET ATTACHED below
Contact Name	Amy L. Grat, CEO
Contact Address	2417 E. Carson Street, Suite 200 – Carson, CA 90810
Contact Phone	424.368.7100 ext. 103 (o) or 818.421.4843 (c)
Contact E-Mail	amygrat@expfuture.org
Amount of Funding Applicant currently receives from the Harbor Department (for any and all programs/projects)	\$335,000
Funding Request for Fiscal Year 2023 – 2024 (July 1, 2023 – June 30, 2024)	

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List the exact amount of funding being requested: \$ 450,000

Note: funding will be awarded on an annual basis based on the budget allocated by the Los Angeles Board of Harbor Commissioners. Fund award in prior years does not represent what will be awarded in Fiscal Year 2023-2024. The right is reserved to fund **up to** the amount requested.

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Event/Program/Project Information

Event/Program/Project History:

International Trade Education Programs, Inc. (ITEP) dba EXP, was established in 1999 by maritime industry leaders and founded by a former Port of Los Angeles Harbor Commissioner. Their goal was to bridge the gap between the port industry's need for a skilled workforce and the local high school's struggle to graduate students. EXP recognized early on that the industry was changing in response to technology and external forces, and schools need assistance in adapting programs to respond to new industry realities.

In 2018, EXP undertook a thorough review of its organizational strategy and stakeholder perceptions, developing five-year strategic plan including a new brand identity that would capture the depth and breadth of EXP program services throughout our service area. EXP - The opportunity engine launched on September 2018.

EXP has grown exponentially since its inception starting with a handful of students in one academy, International Trade Academy, at Phineas Banning High School in Wilmington. In 2013, EXP programs grew and were available to 1,500 students. By 2019, programs were available to more than 6,000 students in Southern California. Today, EXP programs are made available to approximately 8,200 students at 13 schools across five school districts. For more than two decades, EXP has improved the lives and career outcomes of 10's of thousands of students and prepared them for success in their next journey beyond high school.

With a successful 24-year history, EXP is recognized as a premier career-focused youth workforce development partner in Southern California, with a team of 22 full-time staff members and more than 400 volunteer industry professionals.

Describe the Event/Program/Project Purpose & Goals:

EXP's mission is to prepare students for a better life. Our programs help young people gain experience, unlock doors and build the confidence they need to succeed in school, career and life. The EXP vision is every student having equal access to education, experiences and career opportunities helping them reach their full potential.

The goal of EXP is to bring industry and schools together to build tomorrow's workforce and provide career opportunities to students from underserved communities throughout Southern California. Working both virtually and on-campus at partner schools, our programs help schools deliver an innovative, career-based curriculum that makes classroom learning relevant and exciting. Our programs gradually expose students to greater opportunities and more challenging experiences that prepare them for college, career and life through enhancing career pathways, small learning communities, Linked Learning initiatives and other career-based educational programs.

It is well documented that, "There are labor shortages at every part of the supply chain that are having an impact on companies of all stripes. It's also affecting economic growth locally, regionally and nationally." (Companies need more workers to help resolve supply chain problems - cnbc.com). In one survey it was reported that more than half of all logistics managers do not expect the supply chain to return to normal until 2024 or after. Further, respondents said they were, "Worried about the mental health of their workforce. Results cited these as problems: employee burnout, shortage of employees with the right skills, and hiring to address the skills gap." www.cnbc.com/2022/12/23/supply-chain

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EXP is the opportunity engine. We work to close the skills gap and increase social capital. The long-standing, partnership between POLA and EXP has exposed and trained thousands of students in areas related to international trade, transportation, logistics, and the overall goods movement. Many have pursued maritime related pathways post-high school and/or moved into Port-related careers as a result of their exposure and participation in EXP programs. Each year volunteer professionals representing approximately 40 Port tenants and goods movement industry companies partner with EXP to ensure Port-related careers are highlighted across all of our programs and activities.

EXP's core activities are designed to engage students in multiple ways throughout their high school experience including: 1) off-campus career discovery and exploration day events, where students learn about careers in an Port-related, maritime, logistics and transportation industries and have the opportunity to interact with a variety of industry professionals; 2) industry mentoring opportunities including a spring Young Fellows Program series; 3) a year-round guest speaker series; and 4) a 12-month Internship Program, featuring a series of career-readiness workshops, mock interviews, employer interviews, and a high quality paid work-based learning placement (internship) in a supportive professional environment.

The EXP team works in collaboration with industry, education, administrative, student, and community partners to consider barriers and challenges, effectively plan activities, and deliver services that are responsive to student and community needs. Our team is committed to maximizing our EXP-supported students' workforce development experiences and their exposure to college and career opportunities. Services are provided on a July 1 – June 30 fiscal year.

Specific career discovery and exploration events, workforce development programs and services offered by EXP include the following:

Internship Program: www.expfuture.org/internship

A high-impact, year-long journey for 11th grade students brings together employers, educators, and parents to prepare high school students for tomorrow's workplace through career-readiness workshops and paid, hands-on internship experiences with industry partners.

GPS Your Future® Career Discovery Event: www.expfuture.org/gpsyourfuture

The annual GPS career discovery event often serves as a first-time opportunity for 9th and 10th grade high school youth to explore the career marketplace, discover a multitude of career pathways that may peak their career interests, and network with accomplished professionals.

Women in STEM (WiS) Career Day: <https://www.expfuture.org/women-in-stem>

The WiS event exposes our female students to STEM-related career opportunities, engage them in breakout sessions featuring successful women professionals from STEM fields across trade, maritime and logistics industries. Students have a chance to explore hands-on STEM related career demonstrations.

Career EXPedition – Cal Maritime

The intensive weeklong fieldtrip held over the summer on the CSU Maritime Academy campus in Vallejo, CA, convenes approximately 30 students from across the Harbor Region. Students experience hands-on maritime career education and marine safety programming

Young Adult and Alumni Program: www.expfuture.org/fuelyourfuture

We also support young adults and EXP alumni during their college and career pursuits, providing employment resources, professional development, and networking opportunities. All to further ensure their personal development, professional growth, and career success.

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Young Fellows Program (YFP): www.expfuture.org/youngfellows

Now in its 3rd year, YFP engages and empowers young boys of color during a series of meaningful and impactful mentorship sessions. The goals are for students to emerge with a heightened sense of self-worth and confidence, a game plan for post-high school success, and a new group of mentors who can help guide and support them.

EXP is designated and approved partner of Los Angeles Unified School District (Partners for Student Success Program [PFSS]), Compton Unified School District, Centinela Valley Unified High School District, Orange County Department of Education, Barstow Unified School District, Long Beach Unified School District. We also retain a partnership agreement with Intellectual Virtues Academy, a Long Beach-based charter school.

Below includes our list of EXP-supported high schools:

- Carson: 22328 Main St, Carson
- Gardena: 1301 W 182nd St, Gardena
- Intellectual Virtues Academy (IVA), 1637 Long Beach Blvd, Long Beach
- Lawndale: 14901 S Inglewood Ave, Lawndale
- Leuzinger: 4118 Rosecrans Ave, Lawndale
- Long Beach Polytechnic (Poly): 1600 Atlantic Avenue, Long Beach
- Manuel Dominguez: 15301 S San Jose Ave, Compton
- Narbonne: 24300 S Western Ave, Harbor City
- Phineas Banning: 1527 Lamke Ave, Wilmington
- Rancho Dominguez Prep: 4110 Santa Fe Ave, Long Beach
- San Pedro: 1001 W 15th St, San Pedro
- Barstow: 430 S 1st Ave, Barstow
- Central: 405 N 2nd St, Barstow

EXP historically serves a majority of its students from low-income families within under-represented communities throughout the Greater Los Angeles Area with a majority living in Qualified Opportunity Zones (QOZs). The following reflects the current ethnic breakdown of our student population: Latinx-70%, African American-15%, Asian and/or Pacific Islander-7%, Caucasian-5% and Native American-1% and Other-2%. Across all high schools EXP serves, an estimated 95% of the 8,200+ high school students we serve, ages 13-18, are youth of color; approximately 72% of our students are eligible for free/reduced priced lunches; and 10% are English Language Learners. (California Department of Education, August 2022).

The following graphic delineates our EXP student-centric program model, including volunteer industry partner and community engagement opportunities, workforce development and career-readiness workshops and activities, and our pillars for implementing our signature programs to students throughout their high school journey.

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Funding will continue to support program scaling and delivery of our career exploration and workforce development programs related to Port-related careers, as well as other high-wage, high-growth industries. The EXP program objectives are as follows:

Objective 1: At least 8,200 high school students will be offered positive educational experiences that explore interests in Port-related careers, and/or other high-wage and high-growth careers.

Activities: Students will participate in classroom presentations, regional and/or local college and/or career fairs/events, and other like activities or workshops.

Objective 2: At least 200 EXP-supported high school students will be offered career-readiness training workshops related to Port-related careers and/or other high-wage and high-growth industries, supporting their desired college and/or career pathways.

Activities: Students will participate in career-readiness workshops, job shadows, workplace tours and/or receive internship experience.

Objective 3: At least 100 high school students will engage and network with professionals in Port-related careers, and/or other high-wage and high-growth industry sectors.

Activities: Students will participate in mentorship engagement sessions facilitated by various volunteer industry sector professionals, college and/or career goal setting exercises, and financial literacy and DEI awareness workshops.

Objective 4: At least 75 EXP alumni and/or young adults (ages 18-24) will be offered Port and other career-related resources, professional development, referral information, support and/or networking opportunities.

Activities: Interested alumni and young adults will participate in EXP's Fuel Your Future (a one-week boot-camp style leadership and life skills development program), receive other career-related resources, referrals and support, and participate in networking opportunities, and receive guidance and/or access to our on-line entry-level career job-board.

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EXP provides our future workforce with the necessary tools and resources to fuel economic growth and prosperity here in the Greater Harbor Area, throughout Southern California, and around the globe. All of our program components and activities are transformative in their design and are mission driven to meet the needs of our students and industry partners.

It is important to note, that EXP has a planned executive change for FY 2023/24. After 12 years at the helm, Amy Grat will depart from her CEO role to explore other new and exciting challenges. Her years of thoughtful leadership and unwavering commitment to the EXP mission and its students has been inspirational and she will be leaving EXP in a very strong position for continued growth upon her departure.

The EXP Management Team and Transition Committee of the Board have thoughtful and sound plans in place to ensure our annual results and long-term outcomes remain central to our program and mission delivery. The transition committee has engaged the search firm Envision Consulting to fill the CEO position, with Amy remaining in her position until a new leader is announced.

- NEXUS STATEMENT – REQUIRED FOR ELIGIBILITY – In which ways does the event/program/project meet the Tidelands Trust Nexus requirement?

As the founding entity for International Trade Education Programs, Inc. dba EXP, the Port of Los Angeles is always central to our mission and programs. We seek to build the workforce for the Port's tenants and to provide outreach and career education to the communities it serves, beginning with Wilmington, San Pedro and Harbor City, but also with the expectation of statewide public benefit to honor the Tidelands Trust. Working in partnership with the Port and local businesses and organizations, EXP helps students learn firsthand about maritime history, navigation, commerce and safety.

In fact, an EXP student had this to say about her internship experience with POLA, "My favorite EXP experience was my internship at the Port of Los Angeles while I was a student in the International Trade Academy (ITA) at Phineas Banning High School. People always told me to push myself and gave me words of encouragement." After high school, Magali went on to graduate college from Cal Maritime. "The help of EXP is the reason I am here today, the person I am today, and employed at Centerline Logistics." Each year EXP helps students explore maritime careers and history through our large scale career days, guest speakers, job shadows, field trips, which may include the LA Waterfront, and internships.

We work in collaboration with many Port tenants and partners, including the nonprofits like the USS Iowa, AltaSea, Cabrillo Marine Aquarium, the Banning Museum, the Marine Exchange of Southern California and North American Marine Environment Protection Association (NAMEPA) to raise awareness of the Port's historic and ongoing importance and impact on our region, state, nation and the globe. Topics EXP students learn from our volunteers range from the entrepreneurial genius of General Phineas Banning to the importance of de-carbonization to avert global warming, all shared within the context of future Port- and maritime-related career opportunities.

Students navigate Harbor waters and learn about the environment through trips with LAMI TopSail, as well as harbor boat tours. They learn about maritime safety through our partnerships with the U.S. Coast Guard and Cal Maritime. In cooperation with Cal Maritime, EXP coordinates an annual Career EXPedition, where after a week-long experience our students receive industry recognized certification in maritime safety through the CSU Maritime Academy training program.

Through our strong, longstanding partnerships with Port tenants and leaders in the goods movement industry, EXP has the ability to expose students to maritime and global trade & logistics careers. Our Harbor Area industry partners include ACTA, PHL, Fenix Marine Services, APM Terminals, Avalon Freight Services, BNSF Railway, Catalina Express, Centerline Logistics, DCLI, Evergreen, Fast Lane

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Transportation, Franco Trucking, Los Angeles World Airports, Marine Exchange, Metro Ports, PMSA, Ports America, Prologis, SA Recycling, SSA, TraPac, TTSI, Union Pacific, Watson Land Company, West Basin Container Terminal, Yusen Logistics, and Yusen Terminals.

Partnering with POLA for the last 24 years has resulted in a generation of EXP alums spread across the Harbor Area and the State of California throughout a multitude of Port-related careers. Whether they go directly into port-related careers or not, all EXP alumni build a greater understanding of, and appreciation for, the critical value of the Port of Los Angeles as an economic driver and community partner. The Port's partnership with EXP has also resulted in an engaged and enlightened rising leadership corps. EXP alums are working as educators to build future community success; alums are employed in high-wage and high-growth jobs at all local refineries. The Port of Los Angeles continues to support and inspire all EXP students to grow in their knowledge and leadership ultimately positively impacting their own communities.

Describe how the Event/Program/Project supports the Community Investment Grant Program goals:

POLA support will allow EXP to continue to fuel student success through our important and innovative workforce development and career-education activities will be a key component to further scale EXP organizationally and programmatically, introducing more youth in the Harbor and greater Los Angeles Region to career opportunities in the Port and maritime and logistics industries, and beyond.

Students in our programs are being transformed at their core. It is our intention to thoroughly and positively impact their confidence and belief in their potential. Through the relationships developed with EXP Program Managers, industry and community mentors, and our hundreds of volunteers, we empower our youth to see a future for themselves that is full of hope and success, which is self-designed through the awareness and experiences EXP makes accessible to them.

EXP's learning opportunities and experiences will open pathways to success for students from vulnerable communities. Further, EXP guides and supports students to help them flourish in their college and/or career experiences and whom will ultimately transition to contributing members of the workforce; thereby stimulating the regional economy.

Throughout the program, and upon completion of the grant, EXP will be in a strong position to leverage support and matching funds from maritime industry and expand critical industry partnerships lending itself to more exposure and funding support translating to a growing footprint throughout Southern California. EXP looks forward to continuing our work, developing the talent and creating our next generation workforce by way of partnerships with funders like POLA.

Aligned in purpose with POLA initiatives, EXP works to ensure that our next generation workforce is able to achieve self- and family-supporting careers, contribute to their thriving communities, and enjoy an improved overall quality of life.

Explain how your Event/Program/Project could be affected by Covid or other health considerations and how you will accommodate any health protocols that may be in place at the time of your Event/Program/Project:

The pandemic created enormous logistical challenges for our schools and students, as well impacted morale overall over the course of the past 2+ years. However, EXP was able to adapt and innovate as needed, despite a continually changing regulatory environment.

Today, our experienced and trained staff are nimble and would be able to adjust quickly should we encounter a COVID re-surge, or other such health crisis, going forward. In fact, the technology

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investments we made in 2020 continue to support our ability to deliver virtual and/or hybrid programs; our EXP staff are now experts in multiple on-line platforms making it possible to maintain programming should the threat of COVID or other health considerations arise.

In an effort to counter staff burnout and exhaustion, which continue for employees on some level, EXP maintains a hybrid work environment, flexible schedules, and 2 company-sponsored “refueling days” available to staff throughout the year.

How do you plan to recognize the Port of Los Angeles for its grant?

EXP will recognize the Port of Los Angeles as a Lead Partner. Recognition throughout the grant period includes:

- Premium visibility on all EXP student program and partner-facing events, including but not limited to *GPS Your Future®* and *Women in STEM Career Discovery Days*, our Internship Program events, Young Fellows Program, Level Up workshops for young adults, and Fuel Your Future summer leadership program for young adults. This includes recognition on event signage, online and print promotional materials and verbal podium recognition.
- Premium visibility on EXP general promotional materials including:
 - Logo recognition in our Annual Impact Report
 - [EXPfuture.org website](http://EXPfuture.org) visibility –linked logo visibility on 1) the homepage rotating banner and 2) on our Major Funders webpage.
 - Linked logo recognition in all EXP e-blasts including the EXP Insider e-newsletter and The Spark Alumni e-newsletter. The Insider has an average frequency of once a month and reach more than 7,000 EXP subscribers, including corporate partners, individual supporters, community and education partners. The Spark reaches more than 1,500 alumni every other month.
- Diamond Sponsor recognition at the annual *Oceans of Opportunity Awards* and Scholarship Celebration, POLA support recognition includes event signage, online and print promotional materials, and verbal podium recognition.
- Exclusive sponsorship of Career EXPedition – Cal Maritime. This includes recognition on program signage, online and print promotional materials, and verbal podium recognition.
- Partnership recognition on all EXP social media platforms, e.g. Facebook, LinkedIn, Instagram, and Twitter pages as well as our YouTube channel.

Evaluating Success – What are the metrics and methodology that you will use to evaluate the success of the event? (e.g. number of attendees at the event, number of students attending classes)

EXP assesses 10th graders to measure an understanding of the connection between education and future success as well as the impact of their program experiences. This yearly survey establishes a baseline of attitudes and self-perception of one's own level of preparedness. Simultaneously, EXP administers a survey to 12th graders to determine college and career-readiness, assess career focus, and college enrollment plans. This survey measures growth in confidence, skill attainment, and self-reporting of college to career readiness.

Additionally, we assess the Internship Program from the employer and student perspectives. The number and types of industry engagement opportunities and industry partners are also tracked. EXP continuously tracks college and career trajectories of young alumni professionals who were part of EXP's

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high school program.

We also track the number of students who participate in each career exploration activity and business skills program. The number and types of industry engagement opportunities and industry partners are also tracked.

EXP analyzes process, impact and outcome data collected from students, alumni, partners and volunteers annually to measure our program effectiveness, identify service delivery methods are efficient, and that are students' and constituents' needs and expectations are met, to name a few.

Following program implementation, evaluation data also:

- provides EXP feedback on what program component(s) are successful and what part(s) need improvement
- helps EXP set realistic goals and objectives
- helps EXP to track how much progress we have made toward goals and share feedback to staff/partners to create a collective best-practice approach
- ensures EXP program effectiveness
- allows us to leverage EXP program (successes) to scale programming to more students, build capacity, and cultivate new and existing partner relationships

Our aim is to deliver quality programs and services to enrich our students', alumni, and partners' experiences and ensure a better quality of life for them today and into their future. This only happens because of the diligence in collecting and analyzing our data, which serves to support and ensure that our program aim is on target and meeting the needs of our students and industry partners.

Further to our accomplishments, last year's evaluation results showed that 94% of our EXP-supported students graduated high school compared to 86% of students within LAUSD. Also, we recently conducted an alumni survey to find out where they are in their college or career journey. When asked how EXP programs helped in pursuit of their college and/or career we received the following feedback; 82% learned new skills, 76% gained confidence, 59% expanded their network and 40% chose a career path. We have exposed thousands of EXP-supported high school students to college opportunities and careers in STEM and/or other high-wage and high-growth industry sectors.

Impact results from participation in EXP programs and activities for students and industry partners may also include:

- Improved student engagement by contextualizing curriculum with industry engagement
- Demonstrated knowledge of workforce development skills improving student college &/or career success
- Greater student awareness of, and access to, high-wage and high-growth job and college opportunities
- Providing our various industry sector partners greater workforce diversity
- Providing industry with a skilled, local talent-pool to sustain local industries in high-wage and high-growth sectors
- Increased alignment of workforce to community needs
- Students' exposure to workforce development training will help to close local workforce talent gap
- A raised standard of living for local communities

Applicant Signature	
I certify that the information contained in this Port of Los Angeles Application for Community Investment Grant Program is true and correct to the best of my knowledge.	
Printed Name:	Amy L. Grat, CEO
Signature:	
Date:	May 5, 2023

**Electronic copy of the full application, company logo and photo
due by 4:00 p.m., Monday, May 8, 2023 to:**

Community@portla.org

Subject Line: FY 23-24 Community Investment Grants

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 07 2006

INTERNATIONAL TRADE EDUCATION
PROGRAMS INC
C/O GERALD FISHER
300 S GRAND AVE STE 800
LOS ANGELES, CA 90071

Employer Identification Number:
74-3161465
DLN:
17053131009026
Contact Person:
RONALD D BELL ID# 31185
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 3, 2006
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

INTERNATIONAL TRADE EDUCATION

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Letter 1045 (DO/CG)

POLA Budget - \$450,000

2023-24 Port of Los Angeles Community Investment Grants Program

EXP Budget Request

<u>Total Organization Operating Budget</u> (projected-approval set for June Board meeting)	\$2,920,500
<u>Total Funding Request</u>	\$450,000

<u>Program Expenses*</u>	<u>\$390,000</u>
Internship Program – full year program for 150-200 high school juniors	\$75,000
GPS Your Future® Career Discovery Event – fall 2023 – serving 600+ high school students	\$55,000
Women in STEM Career Day Event – spring 2024 – serving 500+ female high school students	\$50,000
Young Adult & Alumni Programs	\$30,000
Guest speaker series, work place tours and other school-based career-exploration activities	\$50,000
Cal Maritime “Career EXPedition” Trip	\$40,000
Employer Recruitment and Industry Volunteer Engagement	\$30,000
Program supplies, printing, travel/meetings	\$35,000
Program assessments and impact evaluations	\$25,000

<u>Operations Expenses</u>	<u>\$60,000</u>
24 th Annual Oceans of Opportunity awards & scholarship event – spring 2024 (sponsorship)	\$30,000
Facilities, insurance, utilities, IT services, etc.	\$20,000
Media and marketing communications materials and services	\$10,000

<u>Total Expenses</u>	\$450,000
------------------------------	------------------

*Program expenses above do not represent EXP’s total program budget.

EXP Projected FY 2023-2024 Budget
**to be approved at June 2023 Board Meeting*

Description	Amount
Support and Revenue	
Gov't Grants & Contracts	940,500
Private Grants and Foundations	577,500
Corporate Donations	632,500
Individual Donations	302,500
Other Income	1,100
Total Support	2,454,100
Oceans of Opportunity	412,500
Total Restricted Contributions	64,900
Total Support and Revenue	\$2,931,500
Expense	
Payroll Expense	2,116,074
Employee Benefits	57,512
Academic Scholarships Restricted	18,700
Contract Services	105,050
Facilities and Equipment	85,932
Program Expenses (Restricted)	13,750
Supplies, Printing & Telephone	54,340
Marketing, Insurance & Subscriptions	106,681
Fundraising Scholarship Dinner	104,500
Fundraising Other Events	1,100
Travel and Meetings	19,631
Supporting Services Expenses	228,800
Total Expense	\$2,912,070
Preliminary Surplus/ (Deficit) BU23	\$19,430
Other Income/ (Expense)	
Unrealized Gains and Losses	5,500
Budgeted Surplus/ (Deficit)	\$24,930

Transmittal 2

LOS ANGELES HARBOR DEPARTMENT
GRANT AGREEMENT NO. _____

1. Parties. This Grant Agreement ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and International Trade Education Programs, Inc. (dba EXP), a non-profit corporation, 2417 E. Carson Street, Suite 200, Carson, CA 90810 ("Grantee"). This Agreement sets forth the terms and conditions of this Agreement and to use the grant award monies as set forth herein.

2. Grant Scope of Work. Grantee has submitted a Port of Los Angeles Community Investment Grant ("Grant") Application, which has been approved for funding by City. Grantee hereby agrees to diligently conduct, perform and carry out the programs and services as set forth in Exhibit A. Grantee shall also prominently display a plaque, banner, signage or publication announcement declaring that Grant support was provided by the Port of Los Angeles and include the Department's Port logo (in accordance with Harbor Department use guidelines). Grantee shall provide to City any Grant event member/attendee information as practicable. The Grant program and services in Exhibit A and the additional activities set forth in this paragraph 2 shall comprise the "Grant Scope of Work."

All events will be subject to a post-execution audit and a site visit.

3. Term. This Agreement shall be effective from the date it is executed on behalf of both parties and shall continue in effect for a period of two years from its effective date. This Grant is made with the understanding that City has no obligation to provide additional grants or support to Grantee.

4. Termination Due to Non-Appropriation of Funds. This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The City, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Grantee is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Grantee is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Grantee agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Grantee is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Grant Award and Payment.

(a) Subject to the limitations set forth below, pursuant to Section 5.47 of Chapter 4, Article 1 of the City's Administrative Code which authorizes advance funding for services performed through grants, City agrees to pay and Recipient agrees to accept for performance of the Grant Scope of Work, a Grant in the

total amount not to exceed six hundred and ninety-two thousand, three hundred dollars (\$692,300). Grantee shall use the Grant funds solely for the purpose of the Grant Scope of Work.

(b) Grantee's receipt of payment is subject to its prior submittal and the Director of Community Relations' written approval of deliverables set forth in the Grant Scope of Work, if further detailed deliverables are required by the Director of Community Relations beyond that set forth in the Grant Scope of.

(c) Upon approval of the deliverables by the Director of Community Relations, Grantee shall submit an itemized statement setting forth the amount due for the applicable phase or task of the Grant Scope of Work. Each such statement shall be signed by the Grantee and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received.

Grantee's Signature

(d) Grantee must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Paragraph 12 of this Agreement. No statement will be processed for payment by City without this number shown thereon. All statements shall be approved by the Executive Director or his/her designee prior to payment. All statements due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Grantee shall submit appropriate supporting documents with each invoice. Such documents may include without limitation, receipts, copies of promotional materials, or reports confirming tasks and activities performed. The City may require, and Grantee shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Grantee shall submit to City a mandatory final report with the final invoice, outlining the delivered services and a copy of all materials mentioning the Port of Los Angeles/Harbor Department at the conclusion of the Grant project.

All statements are subject to audit. Grantee is not required to submit support for direct costs items of \$25 or less.

(e) For payment and processing, all statements should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
PO Box 191
San Pedro, CA 90733-0191

6. Recordkeeping and Audit Rights.

(a) Grantee shall keep and maintain full, complete and accurate books of accounts and records of the services performed, expenditures made and payments received under this Grant separately in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Grantee for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

(b) During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Grantee arising from or related to this Agreement or performance of the Grant Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Grantee, or any individual or entity acting for or on behalf of Grantee, and (c) without regard to whether such writings have previously been provided to City. Grantee shall provide City at Grantee's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Grantee's office or facilities which are engaged in the performance of the Grant Scope of Work. Grantee shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Grantee's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Indemnification.

(a) Indemnification. Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Grantee undertakes and agrees to defend, indemnify and hold harmless the City 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 City, including but not limited to, costs of experts and grantees), damages or liability of any nature whatsoever, for death or injury to any person, including Grantee'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 Grantee of any tier. Rights and remedies available to the City 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.

8. Affirmative Action. Grantee 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 provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated herein and made a part hereof.

9. Independent Grantee. Grantee, in the performance of the work required by this Agreement, is an independent grantee and not an agent or employee of City. Grantee shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

10. Conflict of Interest. It is hereby 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 California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

11. Governing Law / Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such state. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

12. Business Tax Registration Certificate. The Grantee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.09 et seq. of the Los Angeles Municipal Code). The Grantee shall maintain, obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

13. Taxpayer Identification Number (TIN). Grantee declares that its authorized Taxpayer Identification Number (TIN) is _____. No payments will be made under this Agreement without a valid TIN.

14. Wage and Earnings Assignment Orders/Notices of Assignments. The Grantee is obligated to fully comply with all applicable state and federal employment reporting requirements for the Grantee's employees. The Grantee shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Grantee shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code §§ 5230 et seq. The Grantee shall maintain such compliance throughout the term of the Agreement.

15. Equal Benefits Policy. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005 agreeing to adopt the provisions of Los Angeles City Ordinance 172,908 as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Grantee shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Grantee and pursue any and all other legal remedies that may be available.

16. State Tidelands Grants. This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times 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, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Grantee agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

17. No Assignment. This Agreement and the Grant awarded hereunder is not assignable by Grantee to any other person or entity. Any attempt to assign the performance of this Agreement or Grant funds shall be null and void and shall constitute a material breach of this Agreement.

18. Remedies. In the event that Grantee fails to perform the Grant Scope of Work and/or City determines in its sole discretion that Grantee has received Grant funds without performance of the Grant Scope of Work or has otherwise breached this Agreement, City may refuse to make Grant payments to Grantee and/or require Grantee to return or repay to City, any Grant funds received that are unearned by Grantee's failure to perform all or any portion of the Grant Scope of Work. These remedies shall be in addition to any other remedies available under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

Dated: _____

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

INTERNATIONAL TRADE EDUCATION
PROGRAMS, INC., dba EXP,
a non-profit corporation

Dated: November 9, 2023

By Telebah Woods
Type Name: Telebah Woods
Type Title: Board Chair

By Mary Tran Type
Name: Mary Tran
Type Title: Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY
November 16, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By [Signature]
Helen Sok, Deputy/Assistant

Account #	52031	W.O. #	
Ctrl/Div #	0220	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
	2023-24		\$346,150
	2024-25		\$346,150
	TOTAL		\$692,300

For Acct/Budget Div. Use Only:

Verified by: [Signature] Digitally signed by: Hydee Feldstein Soto
Date: 2023.11.09 16:10:52 -0800

Verified Funds Available: [Signature] Digitally signed by: Hydee Feldstein Soto
Date: 2023.11.09 16:23:50 -0800

Date Approved: 11/9/23

EXHIBIT A – GRANT SCOPE OF WORK

The Grant Program activities and deliverables set forth below, together with the required actions in Section 2 of this Grant Agreement, comprise the Grant Scope of Work.

Grantee shall perform the following for "Preparing the Next Generation Workforce" during the period of July 1, 2023 to June 30, 2024 and July 1, 2024 to June 30, 2025:

1. Produce and facilitate programs to prepare high school students for careers in Port-related industry sectors, including international trade, transportation and logistics, advanced manufacturing, engineering, environmental science, as well as entrepreneurship and finance.
2. Maintain relationships and programs at nine high schools in Wilmington, San Pedro, Harbor City, Carson, Gardena, and other Greater Los Angeles communities, serving more than 6,300 students providing education and job-skills development, and engaging POLA and maritime industry volunteers in career exploration activities.
3. Provide an annual report to the Port's Director of Community Relations on the activities and successes of the program.

Grantee shall recognize the support of the Port of Los Angeles by:

1. Premium visibility on all EXP student program and partner-facing events, including but not limited to GPS Your Future® and Women in STEM Career Discovery Days, our Internship Program events, Young Fellows Program, Level Up workshops for young adults, and Fuel Your Future summer leadership program for young adults. This includes recognition on event signage, online and print promotional materials and verbal podium recognition.
2. Premium visibility on EXP general promotional materials including:
 - a. Logo recognition in our Annual Impact Report
 - b. EXPfuture.org website visibility –linked logo visibility on
 - i. the homepage rotating banner
 - ii. on our Major Funders webpage.
 - c. Linked logo recognition in all EXP e-blasts including the EXP Insider e-newsletter and *The Spark Alumni* e-newsletter. The Insider has an average frequency of once a month and reaches more than 7,000 EXP subscribers, including corporate partners, individual supporters, community and education partners. The Spark reaches more than 1,500 alumni every other month.
3. Diamond Sponsor recognition at the annual Oceans of Opportunity Awards and Scholarship Celebration, POLA support recognition includes table at the event, event signage, online and print promotional materials, and verbal podium recognition.
4. Exclusive sponsorship of Career EXPedition – Cal Maritime. This includes recognition on program signage, online and print promotional materials, and verbal podium recognition.
5. Partnership recognition on all EXP social media platform

Transmittal 3



Los Angeles Maritime Institute
 Berth 73, Suite 2
 San Pedro, CA 90731
 310.833.6055 | LAMItopsail.org



Children's Maritime Institute
 Pine Ave Pier - Rainbow Harbor
 Long Beach, CA 90802
 310.548.2903 | ChildrensMaritime.org

May 8, 2023

Cecilia Moreno
 Community Affairs Advocate
 425 S. Palos Verdes Street
 San Pedro, CA 90731
 e: CMoreno@PORTLA.org
 e2: Community@PORTLA.org



RE: Port of LA Community Investment Grants FY 2023/2024



Dear Cecilia,

We are extremely proud to submit Los Angeles Maritime Institute's proposal to the Port of Los Angeles and our community for the Community Investment Grants Program for FY 2023-24. Having just completed our 30th year in March 2023 we are so pleased that we've been able to partner with the Port and surrounding communities as we move into our 31st year. We congratulate the port on continuing to grow and for providing leadership as we all navigated going into the pandemic and coming out of the pandemic. We continue to focus our mission on insuring that area youth are ready and able to step up and fill the 1:9 jobs created by the Port ecosystem. While the pandemic disrupted our five-year strategic plan, we are well on our way to rejoining that plan.

We could never have grown from serving 2600 students in 2011 to well over 7,000 in both 2018 and 2019 without the support and partnership of the Port of Los Angeles and the close working relationship with so many Port professionals. The last three years have certainly been a tumultuous time for youth education. The pandemic resulted in extremely disappointing setbacks for youth academic progress. We are so thankful that with our partnership with the Port of Los Angeles and our strategy to keep the vessels fully staffed and operational so that we were ready for the reopening of experiential learning. Because team POLA-LAMI were ready we were able to fulfill first the directives from the Principal of Harry Bridges Span School and then the Principal of Wilmington Middle School that 100% of the Middle School Students (6th, 7th & 8th grade) would participate in LAMI's TopSail program. All of these students were out on the Port waters in September, October and November. Together we are working to catch these students up!

In the mid-Nineties, when we outgrew the *Swift of Ipswich* and the *Bill of Rights*, it was the Port of Los Angeles that was shoulder to shoulder with us as we co-built the Official Tall Ships and Maritime Ambassadors of the City of Los Angeles, *Irving Johnson* and *Exy Johnson* in what is now the Downtown Harbor Cut. We hope you will double down during our 31th year and help us on our path to 15,000 youth per year by restoring our annual funding level to \$400,000 which will provide a minimum of 154 experiential school sailing days per year for area youth.

Since the riots that began in the summer of 2020 LAMI has been working with several members of the African American community here in San Pedro and Wilmington. For the last couple of years every Monday morning at 9:00 AM we've met with Justice for Murdered Children's Executive Director and one of the Founders of the Wilmington and San Pedro NAACP's Joe Gatlin. The result is a new LAMI program targeted to marginalized youth of color called Maritime Youth Leadership Ambassadors, MYLA. We've included this program description, budget and deliverables in Appendix 11. We piloted the program with our funding from Councilman Joe Buscaino and have discussed the program with Executive Director Gene Seroka, Deputy Executive Director & Port of LA CFO Marla Blevins and David Libatique, Deputy Executive Director, Stakeholder Engagement. Please consider helping us scale up this initiative.

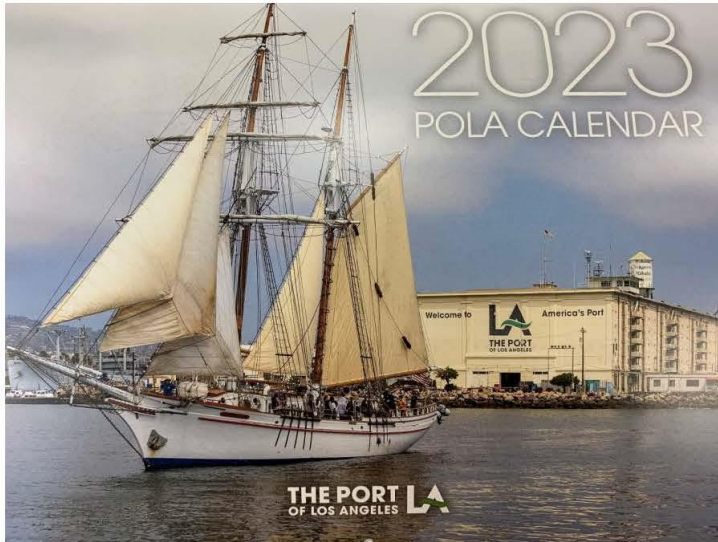


Our commitment to the community, its youth, and the Port of Los Angeles will continue to be at the highest level. In light of our far-reaching programs and ongoing mission here at the LA Waterfront, we trust that POLA will choose to maintain its outstanding support of our efforts.

Respectfully submitted,

Eric Johnson
Board Chairman

Bruce Heyman
Executive Director



The Los Angeles Maritime Institute (LAMI) is a non-profit organization dedicated to empowering youth to discover their greater potential through extraordinary at-sea experiences aboard educational sailing vessels built to train and equip young people with 21st century leadership skills, and inspire maritime and STEM career paths. We envision a thriving community where every young person can look to the future with confidence and navigate successfully and responsibly in life.

**Port of Los Angeles
Community Investment Grant Program
APPLICATION - Fiscal Year 2023-24**

Please include additional pages, if necessary, for any of the responses

Applicant Information	
Organization Name <small>(include electronic file with logo)</small>	Los Angeles Maritime Institute
Tax Exempt Non-Profit Entity §501(c)(3) Status	ATTACHED – Please see Appendix 1: 501(c)(3) IRS Designation
City of L.A. Business Tax Registration Certificate (BTRC) Number	0000594943-0001-4 ATTACHED - Appendix 2: City of Los Angeles Business Tax Registration Certificate
Event/Program/Project Name	TopSail Youth Program
Date(s)	July 1, 2023 through June 30, 2024 & July 1, 2024 through June 30, 2025
Location(s)	Departures and Arrivals will be from: our dock (Berth 78) or from the Long Dock, both of which are in West Harbor, or from the Downtown Harbor Cut, or from the Wilmington Waterfront Dock at Banning's Landing in Wilmington. The programs will be executed throughout the Port of Los Angeles and near coastal waters.
Brief Description (more detailed information to be included on next page)	LAMI provides transformational character and workforce development and Science, Technology, Engineering, and Math (STEM) experiential education through its TopSail Youth Program. We serve youth from our predominantly under-resourced communities. Program academic offerings follow the Next Generation Science Standards and other California Board of Education school expectations.
Estimated Attendance	Expect to serve 4,620 students and 462 teachers/chaperones on 154 sails.
Free or Ticketed Event? Anticipated ticket price?	LAMI TopSail Youth Program comes at no cost to POLA-sponsored School and Community groups, with maybe the exception of the cost of incidentals such as provisions. LAMI will work to raise funds to cover all shortfalls between full cost of program execution and this sponsorship.
Budget	ATTACH Please see Appendix 3: Proposed FY 2023/2024 LAMI Budget
Contact Name	Bruce Heyman, Executive Director
Contact Address	Berth 73, Suite 2 San Pedro, CA 90731
Contact Phone	o: (310) 833-6055 c: (949) 289-8400
Contact E-Mail	Director@LAMITopSail.org

Amount of Funding Applicant currently receives from the Harbor Department (for any and all programs/projects)	2022/23: \$260,000
Funding Request for Fiscal Year 2023 – 2024 (July 1, 2023 – June 30, 2024)	
<p>List the exact amount of funding being requested: \$ <u>\$400,000</u></p>	
<p>Note: funding will be awarded on an annual basis based on the budget allocated by the Los Angeles Board of Harbor Commissioners. Fund award in prior years does not represent what will be awarded in Fiscal Year 2023-2024. The right is reserved to fund up to the amount requested.</p>	

**Port of Los Angeles
Community Investment Grant Program
APPLICATION - Fiscal Year 2023-24**

Event/Program/Project Information

Event/Program/Project History:
 The TopSail Youth Program was conceived in the late 1980's when Jim Gladson, a local LAUSD science teacher and sailor, witnessed the positive effect that the experience of sailing at sea had upon even his most challenged alternative school students. In 1992, Captain Gladson and a circle of passionate associates formalized the experiential education TopSail Youth Program and founded the Los Angeles Maritime Institute, LAMI, a 501(c)(3) nonprofit to deliver the keystone program to youth from under-resourced and marginalized communities in Los Angeles region. An abstract written by Captain Gladson at the founding of LAMI titled "More Than Just a Boat Ride" (available at lamitopsail.org) summarizes, "The sailing school vessel provides an educational venue, rich in potential for the development of knowledge, skills, and attitudes that are both necessary for the education of today's youth, and difficult to teach in the classroom. The sailing school experience enriches, validates, and challenges the conventional school curricula. Science, mathematics, physics, biology, geography, history, literature, and even poetry suddenly come to life in this real world classroom."

The TopSail Youth Program utilizes sail training to provide youth with the real-life challenges that develop the knowledge, skills and attitudes needed to stay in school and become healthy, self-reliant, productive adults.

Over the last 30 years, LAMI and the TopSail Youth Program have grown and evolved to better address the needs of youth in our communities, and the Port of Los Angeles has been an active partner in this transformation. In a region with hundreds of thousands of children without access to immersive educational opportunities and vulnerable to drugs, crime, and a future of societal dependency, the need was there for LAMI's impact to grow. Started as a program to serve several hundred children aboard its 70' schooner and first tall ship the *Swift of Ipswich*, would later grow by adding more vessels. LAMI, in partnership with the Port of Los Angeles, built the twin brigantines, *Irving Johnson* and *Exy Johnson*, on the San Pedro waterfront in the area that is now the Downtown Harbor Cut. This process brought hundreds of volunteers and workers to assist with the construction and attracted thousands of spectators. The two educational sailing vessels, each with a capacity to hold 45 young participants and educators, were launched in 2002 and are the Official Tall Ships and Maritime Ambassadors of the City of Los Angeles. This construction and ongoing maintenance would not have been possible without POLA's participation.

To realize LAMI's full capacity capability, restoration of the *Swift of Ipswich* was critically needed. The vessel has been out of commission since 2006. Fortunately, with a rigorous fundraising campaign and the Port granting LAMI a revocable permit for additional yard space along with Building G located within what is now West Harbor, the *Swift of Ipswich* restoration is nearly complete. Once she is returned to

service and obtains her United States Coast Guard Certificate of Inspection, we will begin operating programs hopefully out of the Wilmington Waterfront's Banning's Landing in Wilmington. We have been working closely with Port Engineering to insure that the redesigned Wilmington Waterfront will accommodate all of LAMI's the vessels.

On average, LAMI has grown to serving approximately 7,000 students annually in a non COVID-19 Year. During the pandemic and the necessary shut down of in-person activities for area youth we quickly pivoted to providing vital educational material both asynchronously and synchronously with students scheduled virtual classes. Prior to the pandemic, LAMI realized five-years of healthy growth in the number of students served, delivering more than 18% year over year sequential growth. While the pandemic eliminated LAMI's ability to meet its service goal in FY20/21, LAMI's agile effort to mitigate the cavernous learning loss of young people through online educational offerings allowed us projected to deliver more than 8,000 student hours of online instruction and digital resources to 3,500 students in the 20-21 school year. We are working to re-establish our five-year strategic plan of doubling the number of students we serve and still achieve delivering 15,000 student sailing days annually by 2026. Bringing the additional capacity of the Swift of Ipswich on line in Wilmington will be key to achieving this goal. Please see POLA and LAMI historical funding relationship in Appendix 4: Historical Funding and a summary of POLA funded TopSail Youth Program sails and contractual obligation in Appendix 5: Program Sails Sponsored by Port of Los Angeles to see our commitment to always exceed our commitment to the Port of Los Angeles.

Describe the Event/Program/Project Purpose & Goals:

LAMI's foundational TopSail Youth Program is an experiential award-winning education and adventure experience aboard our twin brigantines, the *Exy Johnson* and *Irving Johnson*, traditionally rigged 110-foot wooden replicates of the merchant ships from the Age of Exploration and the Age of Sail. The intended objectives of the TopSail Youth Program are to further STEM learning, advance ocean literacy, elevate environmental awareness, nurture social-emotional maturity, and develop skills and pathways of future opportunities for middle and high school-aged youth who may otherwise not have access to such transformative education.

LAMI works with Port-approved Title 1 schools and community youth groups to provide the Program to middle and high school students from under-resourced communities in the Los Angeles region. Typically, the students come from one of the 15 City Council Districts. The Program's curriculum and activities are adaptable and customizable to meet the educational priorities of the group, and can consist of day sails, overnight voyages, or both. LAMI's goal through its partnership with the Port of Los Angeles is to provide 154 sailing days to Port-approved schools, estimated to deliver a life changing educational experience to approximately 4,620 students.

During the sails, the professional (paid and volunteer) crew guide students through various activities required to operate a complex, traditionally-rigged sailing vessel. This includes: turns (tricks) at the helm, navigation, maneuvering (tacks and wears), laying aloft to furl and unfurl the sails, keeping the vessel ship-shape, and cooking. Teachers can also choose to include activities that expose students to physics, marine biology, watershed ecology, plastics in the ocean and food supply designed to reinforce classroom learning in full support of the Next Generation Science Standards. Practical application of many Science, Technology, Engineering and Math (STEM) concepts on the ships creates an emotional connection with the subject matter and deepens students' understanding.

The TopSail Youth Program is designed to challenge the students mentally, physically and emotionally in a safe environment removed from their normal home, school, and community environment. The program fosters teamwork as a needed element to make a complex ship operate. It is designed to allow students to self-discover that they can imagine and reach beyond their perceived boundaries, giving them the confidence to avoid gangs, remain in school, and stay out of the penal system. All of the critical-thinking skills needed to operate a large sailing vessel are identical to the skills needed to problem-solve and succeed in any profession or life in general.

NEXUS STATEMENT – REQUIRED FOR ELIGIBILITY – In which ways does the event/program/project meet the Tidelands Trust Nexus requirement?

All of our programs are entirely consistent with the Los Angeles Tidelands Grant and the State of California’s Tidelands Trust Doctrine.

LAMI programs, by necessity, “Navigate the Waters” of the Tidelands Trust. Our vessels are berthed on the LAMI docks at Berth 78, in the Downtown Harbor Cut, Long Dock at West Harbor, on the Ocean Research Barge (ORB) at AltaSea at the Port of Los Angeles or at the docks at Banning’s Landing Community Center on the Wilmington Waterfront; all of these locations are fully contained within the Tidelands Trust waters. Almost all of our programs depart and return to one of the above locations and 100% of the programs executed in partnership with the Port of Los Angeles operate within the Tidelands Trust waters.

The TopSail Youth Program travels through the waters of the Port of Los Angeles and San Pedro Bay. Many of the TopSail Youth Program Marine Science activities focus on educating the student participants on “Marine Environmental Ecological Preservation” and use the waters of the Port (Tidelands Trust Waters and Lands) as the study system.

Sailing and boating are considered “Water-Related Recreation” per the Tidelands Trust and Tidelands Trust Doctrine and are a necessary element of all of our programs including the TopSail Youth Program.

While not specific to the request of this grant, the Los Angeles Maritime Institute also provides “Visitor-serving waterfront activities” and “Water-Related Recreation” for the general public via public and special event sails throughout the year. To the extent our educational programming schedule permits, we make our vessels available for important POLA and City of Los Angeles sponsored or supported events like the Holiday Harbor Boat Parade, the tree lighting, Harbor Tours, Juneteenth Celebrations and City of LA Holiday thank you Sails. LAMI will also be hosting its fifth Festival of Sail during Los Angeles Fleet Week, provides monthly public community sails, and monthly bilingual Marathon Explora la Costa/Explore the Coast education sails. LAMI’s Sea Scout youth crew Ship 1992 are another example of “Water-Related Recreation” conducted at LAMI within the Tidelands Trust. Youth participants boat on the water once a month and complete training in boater safety.

Describe how the Event/Program/Project supports the Community Investment Grant Program goals:

- *Promote the LA Waterfront in San Pedro and Wilmington, as active visitor destinations for the benefit of the State of California*

1. LAMI will continue to play a supporting role for the POLA’s sponsored or initiated events that have a nexus with the waterfront, youth education, jobs on the Waterfront. Examples include the Harbor Holiday Parade, Juneteenth, Tree Lighting Ceremony, Ribbon Cutting, Shovel Ceremonies, LA Fleet Week, Harbor Tours, Thank You events to Port/City Employees, e.t.c.
2. LAMI’s presence on the San Pedro waterfront promotes the LA Waterfront. LAMI’s twin brigantines are the Official Tall Ships and Maritime Ambassadors of the City of Los Angeles with specific intent to promote the LA Waterfront. Our operation is on the LA Waterfront and highly visible and attractive as a visitor serving amenity and destination. We plan to be a permanent part of the West Harbor development with our community serving mission in addition to being a tourist attraction. We have committed to

berthing our third vessel, *Swift of Ipswich*, and to running programs out of Wilmington on Banning's Landing on the Wilmington Waterfront once the development work there is completed.

3. Throughout the year, we host various public events that promote the LA Waterfront. Examples include: Family Sunset Sails, Easter Egg Hunt at Sea, Valentine's Day Dinner Sails, 4th of July Cannon Battle & Fireworks sails, Youth Summer Camps, Harbor History Tours, Fleet Week (Festival of Sail in Tall Ship Village), Haunted Harbor Halloween, Veteran's Day, and the Holiday Parade in addition to our main TopSail Youth Program.

4. LAMI's tall ships dress up the LA Waterfront and the constant arrival and activity of over 7,000 students and educators per year helps to create a positive critical mass that supports an active waterfront.

5. LAMI hosts two major Scout events annually in November that draws visiting Scout troops and ships. Over Veteran's Day weekend, The Girl Scouts of Greater Los Angeles host the Tall Ship Adventure Weekend, sailing and overnighing on LAMI's tall ships, with Girl Scout troops from all over Southern California. LAMI's Sea Scout Ship 1992 co-ed youth crew, the only Sea Scout Ship at the LA Waterfront, attracts other Sea Scout Ships from across the western United States and Hawaii for the Southwestern Rendezvous. Hundreds of Scouts come to show off their skills and participate in this Thanksgiving weekend event.

•Promote the Port of Los Angeles and the maritime commerce and Port-related jobs it generates

1. Sailing aboard our tall ships provides direct exposure to our nation's busiest port and a one-of-a-kind perspective and introduction to the plethora of job opportunities available at the Port of Los Angeles. Our students sail by massive container and bulk vessels with far away vessel names. The sounds and sights of trucks, operating cranes, vessels and navigational marks making sound signals along with train horns make it clear that this is like no other place in the City of Los Angeles. It is hard to imagine a more visceral way for our youth to come to grips with the enormity of the Port of Los Angeles, its connections with international trade at its very core, and the vastness of employment possibilities in the Port.

2. In league with the Marine Exchange of Southern California the students find out about the vessels they see and pass in the harbor. Students are prompted in Program activities to reflect on the Port and vessel activity to broaden their awareness of the components that make up international maritime commerce. Where did they come from? What are they likely carrying? Where are they going? Are they full? Empty? What are the markings on the side of the vessel and what do they mean? A presentation for LAMI participants by the Executive Director of the Marine Exchange, Captain Louttit, is provided to students to learn more about the flow of commerce through the Port.

3. During our typical program the students directly observe: the loading and unloading of container ships, the operations of tugboats assisting the arrival and departure of cargo vessels, Warehouse 1 and others, recreational vessels, the operations of the Port Pilots, the USCG base and the various vessels and aircraft involved, as well as, via the marine VHF radio, the activities of the Marine Exchange, and depending on their current activities the actions of the Port Police and the Port Fire Department.

4. Most of our students have never been to the Port and even fewer have been on the water and able to view the Nation's busiest Port where 40% of our goods are moved. This affords them a perspective that there is a much greater world and many more personal possibilities for them than what they see day in and day out in their communities.

•Address impacts of the Port of Los Angeles and maritime operations on surrounding communities, including health, aesthetic and environmental impacts

1. The Port of LA has made significant strides reducing negative environmental impacts within the Port. The land immediately adjacent to our docks, where the students embark, depart and sometimes perform some of their STEM experiments is a perfect example. This area used to be a fuel dock that has been remediated by the Port. It is now a vibrant area teeming with marine life that the students are able to observe. LAMI plays an important role in allowing students to personally view and experience the greatly improved environment in the Port of Los Angeles by getting them out into the Port and onto the Port's waters.

2. LAMI's TopSail Youth Program provides participants a paradigm shift in the way they perceive the natural environment of the Port. To many of our students, viewing the Port from the water is an eye-opening perspective from which they better understand the entire ecosystem and connections between human activities and the natural environment.

3. Some of the negative impacts to the Port environment are the direct results of upland activities. Several of the Program's detailed class curricula raise participants' awareness to and deepen their understanding of the upstream pollution impacts to the marine environment. Participants become more impassioned and effective stewards for how individuals can do their part to lessen the negative impacts to the natural environment of the Port.

• Promote and implement sustainable practices for preservation and conservation of natural resources in the PORT environment including renewable energy, water, air, wildlife, biological resources at the Port

1. As our area of operation is throughout the Tidelands Trust or Port Complex we are uniquely able to expose the students to the impacts to the environment and hence the surrounding communities. Our programs already include science-at-sea components that have the students navigating to specific points where they collect water samples at various depths. The samples are then measured for various physical properties such as turbidity, temperature, PH, salinity and dissolved oxygen.

2. In collaboration with AltaSea and other partners like NAMEPA, Algalita, and 5Gyres, we have developed a curriculum focused on sustainable sea life in the Harbor and the Pacific near coastal area to deliver to students. The students learn the importance of healthy habitat areas and the efforts of the Port to insure a healthy marine ecosystem.

3. All LAMI vessels engines, both main propulsion and generators have been replaced with state of the art Tier III low emissions diesels. While our vessels are equipped with the required auxiliary power, we turn these off as soon as possible to promote a clean and healthy habitat afforded by "green" sailing. These are the same types of sailing vessels that allow us to connect Angelinos to the nautical heritage that created the Port of Los Angeles long ago.

4. During Program sails, students are educated on the sources and effects of upland pollution on the water quality vital to the marine ecosystem within the harbor.

5. Much of the Program's curriculum specifically targets environmental education. The Program partners with LAUSD's Office of Outdoor Education's Beyond the Bell Program, whose students sail at least 38 times per year. These jointly-designed sails are titled "Science at Sea," where students are able to experience STEM learning aboard our vessels using an underwater robotic vehicle students build to obtain water samples from various levels and measure the temperature and PH. This program includes classroom work before and after the sail, laboratory sample processing at Point Fermin, and a five-hour sail aboard the tall ships on most Saturdays during the school year.

6. Vessels are attached to shore power while dockside, eliminating the need for running the diesel generators. We also practice recycling both in the office and on the vessels and advocate for reducing disposable plastic use, including requiring reusable personal water bottles.

*• Provide Education, training and /or workforce development in the areas of: Shipping, fisheries, international trade and maritime industry Marine-related sciences and technology
Port and maritime history Port and Marine-related safety and emergency management*

1. Our volunteers, standing crew, Captain and Mate share during the TopSail Youth Program sails with participants the paths to their jobs, the diversity of job types in maritime fields, and the requirements and credentials needed. Often, we are invited to schools to do a presentation prior to students participating in our program. Teachers often ask us to discuss maritime careers during these presentations. LAMI offers a 10-week asynchronous course that focuses on the diversity of career opportunities in the maritime industry and marine science fields.

2. Employees of LAMI typically volunteer and participate in Port, other non-profits, Neighborhood Councils, area Chambers, school-based, and community-based events. Our team gives talks, leads workshops, performs mock interviews, helps prepare summer interns, leads after-school training in skills

such as administration management and using the MS Office suite, along with various soft skills valuable for entry-level positions. We typically host two summer interns per year.

3. For students that are destined for Port-based careers that require USCG Marine Credentials (e.g., 1st Mate, Captain, Engineer, AB, Life Boatman, STCW....) all sea time aboard the *Irving Johnson* and *Exy Johnson* after their 14th birthday count towards their required sea time. LAMI keeps accurate records going back to 1992.

4. Students that will be sailing with Los Angeles Maritime Institute multiple times during the school year and 100% of the Youth Crew and Sea Scout Ship 1992 receive a personal bound Los Angeles Maritime Institute Log Book (please see Since the beginning of the pandemic we quickly adapted to the world where Students were Zooming, or similar, into their class rooms. We developed both asynchronous (pre-recorded videos) lessons and synchronous (our instructors zoomed into the students zoom classroom). This table attempts to quantify the amount of impact that we had on the student population.

Appendix 6: Los Angeles Maritime Institute Student Log Book for a scanned copy of the logbook). There are three levels of advancement available to each student and all of the skills taught are applicable to careers in the Maritime Industry. Completions of advancement in these logbooks are listed on student resumes, college applications, and job applications. It is expected that these students that have completed advancement in their log books will be desirable employees for the Port of Los Angeles and their tenants.

Explain how your Event/Program/Project could be affected by Covid or other health considerations and how you will accommodate any health protocols that may be in place at the time of your Event/Program/Project:

LAMI's top priority is the safety of participants, staff, and volunteers.

With the onset of COVID-19, LAMI appointed a full-time Safety Officer and has enacted additional health and safety policies for all programs moving forward (Appendix 7 and 8). While we have returned to full open status and full capacity as has many of our partners we continue to maintain the Safety Officer role and continue to utilize the tools developed during the height of the Pandemic.

The LAMI Safety Officer monitors on a weekly basis all COVID-19 public health reporting and announcements. All LAMI staff, volunteers, crew, and TopSail Youth Program participants have committed and will continue to commit to following these guidelines. Our policies and programs are responsive to the current guidelines established by the City, County, State, Federal, and World Health Organization and are able to change if restrictions are eased or strengthened. LAMI will adhere to any further restrictions imposed by LAUSD or individual schools on student participation in off-campus activities. In the event more stringent restrictions are imposed LAMI is well prepared from the work done since March 13, 2020 to deliver a hybrid or entirely online TopSail Youth Program to enrolled schools and community youth groups.

How do you plan to recognize the Port of Los Angeles for its grant?

1. LAMI routinely reaches out to schools within the City's jurisdictions making the schools aware of POLA's sponsorship. This exposes thousands of educators and hundreds of schools to POLA's community investment grant sponsorship. Though our past years of also teaching online, hundreds of new LAUSD and other school district teachers have been introduced to LAMI's TopSail Youth Program and are anxious to participate in in-person sails. Several times during the year we also hold Educator Sails for teachers and principals to share with them the value of our Program and our partnership with POLA. Most schools and teachers book TopSail Youth Program sails at the end of these event.

2. LAMI provides our vessels to POLA to help promote the LA Waterfront as part of our partnership. We believe that the participation of our vessels add to the value of POLA-run events. We've participated in

holiday events in the Downtown Harbor Cut, the annual LA Harbor Holiday Afloat parade, The Holiday by the Sea, Haunted Harbor Halloween, Navy Days, Fleet Week, and Chinese New Year. We've even allowed POLA to project movies on our sails for fun LA Waterfront events.

3. Wherever practical and consistent with POLA policy our marketing and communications materials both digital and in print includes acknowledgement of our partnership with POLA. You can see examples of this material in *Appendix 9*.

4. During our fund raising events we always invite POLA leadership and acknowledge POLA's community sponsorship and support. During our recent 30th year of celebration we were honored by having several Port Executives and Commissioners speak at our events.

5. Several times during the year we present to the Harbor Commission during public comments the results and positive community impact of our collaboration. We also support Port Hearing such as SEIR, DEIRs and other matters that come before the Commissioners.

6. LAMI has Port of LA vinyl banners on our buildings including those on our docks and our Building G facility. These are prominently viewed by all participants during the public events that we host at our facilities. We also have the banners on display on the vessels during appropriate public events like the Harbor Parade and the tree lighting and other port sponsored events.

7. LAMI was featured for LAMI's 25th anniversary as the subject of Port of Los Angeles publications highlighting the partnership and the importance of the LA Waterfront (Appendix 10).

8. LAMI was were the subject of a POLA produced 3-minute video "LA Waterfront Digital: Los Angeles Maritime Institute" highlighting the importance of POLA-LAMI partnership to the community and the LA Waterfront (please navigate to: <https://www.youtube.com/watch?v=VHgNOTqiotA>)

9. From March 27, 2022 through March 26, 2023 LAMI's celebrated our monumental 30th anniversary. We were so honored to have Port Executives and Commissioners available to join us at various events throughout the year and offered us a multitude of opportunities to celebrate and highlight the long-standing partnership between POLA and LAMI.

Evaluating Success – What are the metrics and methodology that you will use to evaluate the success of the event? (e.g. number of attendees at the event, number of students attending classes)

LAMI proposes providing 154 sailing days of the TopSail Youth Program to Port-approved schools and school groups. Typically, classes average 25-40 students per sail for a total estimated maximum of 4,620 student sailing days and an estimated 462 teachers and chaperones (assuming 30 students per sail and 3 teachers/chaperones per sail). LAMI tracks and reports to our Board of Directors monthly details of our TopSail Youth Program POLA-sponsored sails. Our annual report to the Port of Los Angeles will include performance against all of these measurable metrics. In our report we will review the schools that we collaborated with, curriculum development, new collaborations established, evaluation results, and operational performance.

In addition to these quantitative results, we also collect qualitative evidence to show that the programs are effective. Time in the class room is critical to the school administration and teachers. Only when the program provides significant benefits towards the achievement of their students do they allow them out of the classroom. The longstanding partnerships LAMI has with schools, educators, and youth groups attest to the positive impact of our award winning experiential TopSail Youth Program. We are proud to receive such a solid book of repeat bookings and longstanding commitments from our educational partners, reflecting the value they assign to the Program and confidence they have in our organization.

Educational professionals are under significant pressure to increase their students' performance and are eliminating time consuming activities that do not yield the results they need to meet state standards. Furthermore, while LAMI, in partnership with POLA, covers the costs of the sails for the vast majority of the participants, the educators cannot justify the expense for bus transportation and substitute teachers to cover their time away from school if they did not find the TopSail educational experience significantly valuable.

At LAMI we see positive results and program successes every time a young participant decides to brave climbing aloft, gives a sail-handling command louder than they've ever yelled, steps in to show a peer how to properly belay a line, successfully plots the ship's course, or shows emotions over the plastic in a bird's gut. There are breakthroughs in a young person's development on every sail, and those that are witnessed by crew or expressed in a survey don't even begin to account for them all. Often the positive impact is longitudinal, with some of our alumni students even pursuing paths in maritime, environmental, or science-related fields. USC in partnership with Kranz Middle School performed a controlled study (Please see Appendix 12). 60 students that were identified as on a "drop out path" were broken up into three cohorts of 20. One group was the control group and did not participate in LAMI's TopSail Program. The other two cohorts did sail with LAMI throughout the school year. One year later the researchers found that 100% of the students who participated with LAMI continued on with their education.

In 2017, LAMI received the prestigious Partners in Educational Excellence from the Association of California State Administrators. These Los Angeles Unified School District administrators recognized the benefit their students receive from our character-transformational and STEM-education programs.

In 2007 the University of Edinburgh did a thorough study of the community benefits of LAMI's TopSail Youth Program. A summary of this study can be found in Appendix 13: University of Edinburgh. If the reader would like to read the full study, please contact LAMI and we will make a copy available.

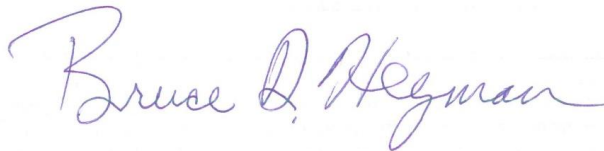
Applicant Signature

I certify that the information contained in this Port of Los Angeles Application for Community Investment Grant Program is true and correct to the best of my knowledge.

Printed Name:

Bruce Heyman

Signature:



Date:

May 8, 2023

**Electronic copy of the full application, company logo and photo
due by 4:00 p.m., Monday, May 8, 2023 to:**

Community@portla.org

Subject Line: FY 23-24 Community Investment Grants

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Appendix 1: 501(c)(3) IRS Designation

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
450 GOLDEN GATE AVENUE, MS 7-4-01
SAN FRANCISCO, CA 94102-3400

DEPARTMENT OF THE TREASURY

Date: **MAR 20 1997**

LOS ANGELES MARITIME INSTITUTE
BERTH 84 FOOT OF 6TH STREET
SAN PEDRO, CA 90731

Employer Identification Number:
33-0515416
Case Number:
957028057
Contact Person:
TYRONE THOMAS
Contact Telephone Number:
(213) 894-2289
Our Letter Dated:
January 18, 1993
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. For guidance in determining whether your gross receipts are "normally" more than \$25,000, see the instructions for Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

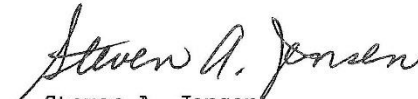
Letter 1050 (DO/CG)

LOS ANGELES MARITIME INSTITUTE

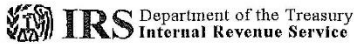
Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


Steven A. Jensen
District Director

Letter 1050 (DO/CG)



OGDEN UT 84201-0029

In reply refer to: 4077591934
Mar. 07, 2016 LTR 4168C 0
33-0515416 000000 00
00033197
BODC: TE

LOS ANGELES MARITIME INSTITUTE
% BRUCE HEYMAN
BERTH 73 SUITE 2
SAN PEDRO CA 90731-4433

065943

Employer ID Number: 33-0515416
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 16, 2016, regarding your tax-exempt status.

We issued you a determination letter in JANUARY 1993, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

4077591934
Mar. 07, 2016 LTR 4168C 0
33-0515416 000000 00
00033198

LOS ANGELES MARITIME INSTITUTE
% BRUCE HEYMAN
BERTH 73 SUITE 2
SAN PEDRO CA 90731-4433

Sincerely yours,



Jeffrey I. Cooper
Director, EO Rulings & Agreement

Appendix 2: City of Los Angeles Business Tax Registration Certificate



CITY OF LOS ANGELES
 Office of Finance
 P.O. Box 53200
 Los Angeles CA 90053-0200

73 BERTH SUITE #2
 SAN PEDRO, CA 90731-4433



*****AUTO**SCH 3-DIGIT 907 25
 L A MARITIME INSTITUTE 6918
 73 BERTH STE 2
 SAN PEDRO CA 90731-4433

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX			ISSUED: 1/6/2014	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000594943-0001-4	L049	Professions/Occupations	1/1/2007	Active

I S S U E D T O	*****AUTO**SCH 3-DIGIT 907 L A MARITIME INSTITUTE 73 BERTH STE 2 SAN PEDRO CA 90731-4433		ISSUED BY: <i>Antoinette P. Christou</i> DIRECTOR OF FINANCE
	73 BERTH SUITE #2 SAN PEDRO, CA 90731-4433		

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
 NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

FORM 200 (Rev. 4/13) NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200
 IMPORTANT - READ REVERSE SIDE

Appendix 3: Proposed FY 2023/2024 LAMI Budget

Los Angeles Maritime Institute
Draft 2023/2024 Organizational Budget

Revenue Source

Program Services	500,000.00
Individual Donations	250,000.00
Corporate/Foundations	225,000.00
Fundraising income	80,000.00
Port of LA Contract	400,000.00
Swift of Ipswich Capital Project	750,000.00
Office/Building G/Dock Capital Repair/Enhancement	250,000.00
Total Revenue	2,455,000.00

Program Operating Budget

Vessel Staffing	575,000.00
Vessel Repair, maintenance & Services	150,000.00
Fuel	30,000.00
Bldg G Support	125,000.00
Repower	20,000.00
Vessel Insurance	225,000.00
Total Program Cost	1,125,000.00

Marketing, Fundraising & Development Budget

Marketing & Development Staffing	180,000.00
Distributions	10,000.00
Fundraising Events & Printing	25,000.00
Total Marketing, Fundraising & Development	215,000.00

Administrative Budget

Salaries & Wages	160,000.00
Payroll Taxes & Fees	11,500.00
D&O Insurance	15,000.00
Utilites, Professional Fees & Other	70,000.00
Employee Health Ins	5,000.00
Total Admin Cost	261,500.00

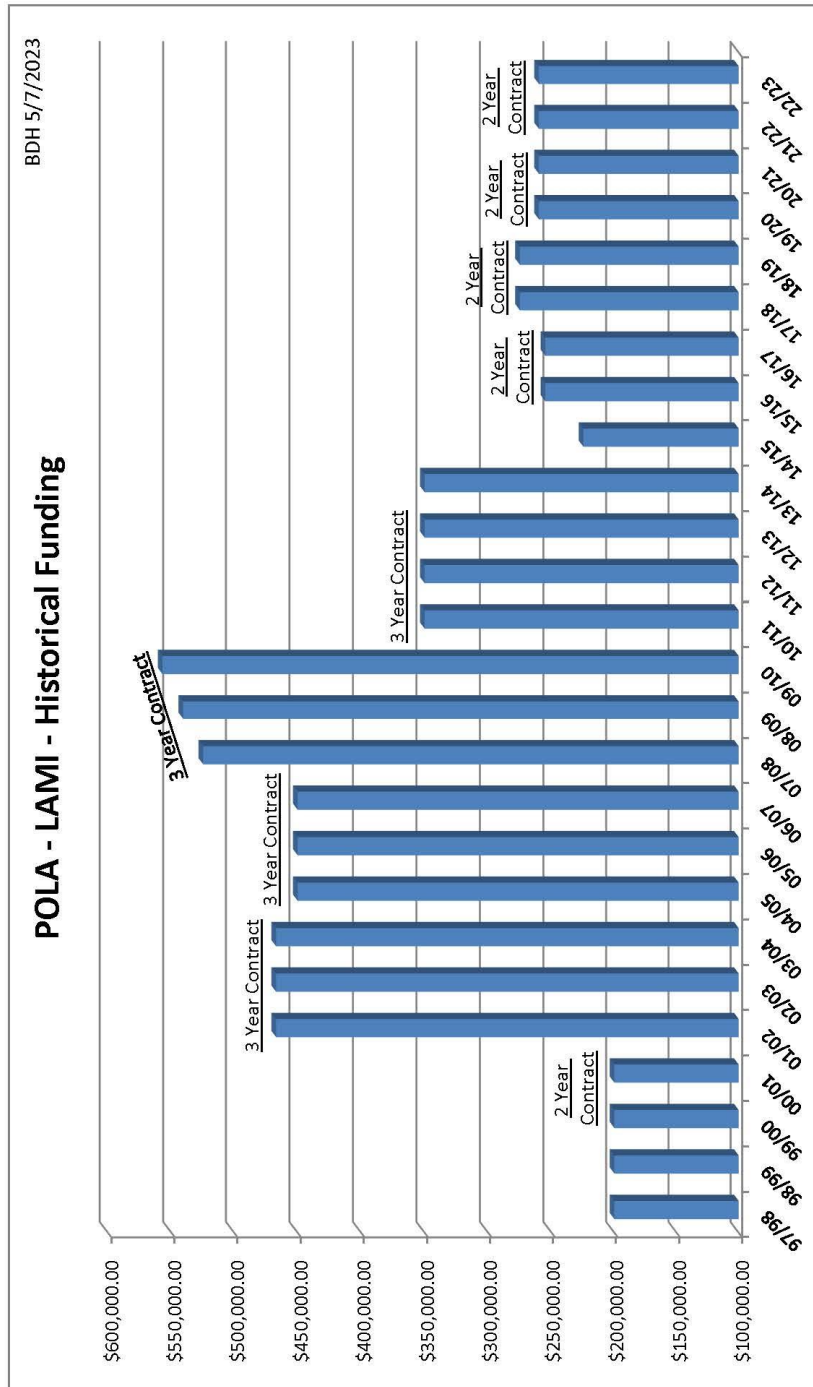
Total Operating Expense Budget	1,601,500.00
Capital Imprvoement Expences (Swift/Infrastructure)	750,000.00
Total Net Income/(Loss)	103,500.00

Debt service 61,500.00

Contribution to working Capital 42,000.00

BDH 5/7/22

Appendix 4: Historical Funding



Summary of Port of Los Angeles Funded TopSail Programs

Year	Actual Number of Port Funded Sailing Days	Contracted	Performance to Contract
July 1, 2022 to June 30, 2023	116 ¹	100	116%
July 1, 2021 to June 30, 2022	64 ²	100	116%
July 1, 2020 to June 30, 2021 (Entire year virtual due to COVID-19)	130 Port-approved educators received digital education program est.	100	130%
July 1, 2019 to June 30, 2020	71 (85 Additional sails booked but could not occur)	100	71% (156%)
July 1, 2019 to June 30, 2020	145 prop.	145 prop.	100%
July 1, 2018 to June 30, 2019	117 est.	100	117%
July 1, 2017 to June 30, 2018	116	100	116%
July 1, 2016 to June 30, 2017	114	90	127%
July 1, 2015 to June 30, 2016	128	90	142%

¹ While schools opened up not all were fully functional at the same performance level as 2019. During this time period we experienced 13 last minute cancelations from schools within one of the 15 city council districts that were not rebooked during this time period. We also delivered a lot of synchronous and asynchronous digital content that are not included in these numbers.

² All vessels remained fully staffed and in full compliance with County of Los Angeles health requirements. While many schools opened up many would not allow youth out of the school. Two in particular were 1) the Point Fermín Out Door Education program known as Beyond the Bell. These students come to us from all throughout LAUSD and normally represent about 38 5-hour sails per year. 2) Dana Point Middle School normally represents about 14 sails during the year but they sailed with us zero times. Had these two made use of the fully staffed and available vessels we would have achieved 116 sails and exceeded our commitment. During this time both our crew and our office personnel were involved in delivering synchronous and asynchronous content that are not included in these numbers.

July 1, 2014 to June 30, 2015	138	80	173%
July 1, 2013 to June 30, 2014	153	180	85%
July 1, 2012 to June 30, 2013	125	180	69%
July 1, 2011 to June 30, 2012	113	180	63%
July 1, 2010 to June 30, 2011	91	180	51%
July 1, 2009 to June 30, 2010	123	225	54%
July 1, 2008 to June 30, 2009	140	225	62%
July 1, 2007 to June 30, 2008	113	225	50%

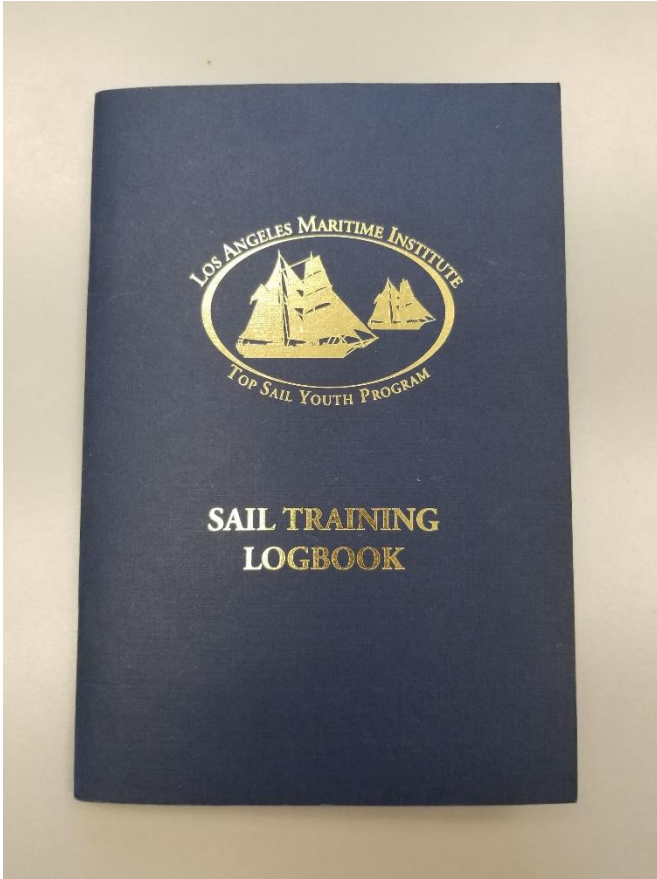
Since the beginning of the pandemic we quickly adapted to the world where Students were Zooming, or similar, into their class rooms. We developed both asynchronous (pre-recorded videos) lessons and synchronous (our instructors zoomed into the students zoom classroom). This table attempts to quantify the amount of impact that we had on the student population.

LAMI On-Line Courses for LAUSD	# of Classes	# of Students	K-2	3-5	6-8	9-12
Synchronous and Asynchronous						
2021						
Summer Enrichment	16	360		120	240	
3 courses each 4 weeks long, 4 teachers						
3-5th Grade: Modern Marine Mammals	6th-8th Grade: Intro to Tall Ships & Maritime Careers/Power of Wind					
Fall Enrichment	106	1190	480	300	410	
5 courses each 8 weeks long, 5 teachers	K-2nd Grade: Ocean Wonders/3-5th Grade: Modern Marine Mammals					
	6th-8th Grade: Intro to Tall Ships & Maritime Careers/Power of Wind					
Fall Core: 6 weeks 2 school day modules	3-5th Grade: Ocean Impacts/Physics of Sail					
Fall Virtual Field Trip Livestream	2 sessions: 3-5th Grade and 9th-12th Grade from the tall ships					
2022						
Spring Enrichment	22	420			320	100
1 course 8 weeks 2 teachers 2xweek	Coasting with Maddy virtual field trips from Port of LA down the Coast					
Spring Virtual Field Trip Livestream	2 sessions: 6-8th Grade and 9th-12th Grade Intro to Maritime Careers/Blue Tech					
Summer Enrichment	12	180			180	
2 Courses each 4 weeks long, 3 teachers	6th-8th Grade: Intro to Tall Ships & Maritime Careers/Ocean Biomimicry					
Fall Enrichment	24	360			360	
3 courses each 8 weeks long, 3 teachers	6th-8th Grade: Intro to Tall Ships & Blue Tech/Ocean Biomimicry/Ocean Creatures					
2023						
Spring Enrichment	17	450			210	240
2 Courses each 7 weeks long, 2 teachers	6th-8th Grade: Intro to Tall Ships & Maritime Careers/Blue Tech & Blue Economy					
Spring Virtual Field Trip Livestream	1 Session: 9-12th Grade Your Future in Aquaculture					

Total Day Sail/Field Trip Equivalents 70 3-hr. Day Sails

Total Students Served 2960 Students

Appendix 6: Los Angeles Maritime Institute Student Log Book



SQUARE SAIL TERMINOLOGY

NAME _____
ADDRESS _____
ZIP _____ **EMAIL:** _____
TELEPHONE NUMBER _____

Directional Terms

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Directional Terms 1
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 Junior Knots 9-11
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 Plural Diagrams 16-17
 Fore and Aft Sails 24
 Square Sails 22

ENDORSEMENTS (see also p. 7)

THIS IS TO CERTIFY THAT
 The successfully completed the L.A.M.I. endorsement described as:

DATE _____
 PLACE _____
 CAPTAIN'S SIGNATURE _____

THIS IS TO CERTIFY THAT
 The successfully completed the L.A.M.I. endorsement described as:

DATE _____
 PLACE _____
 CAPTAIN'S SIGNATURE _____

3

31

ENDORSEMENTS (see also p.7)

THIS IS TO CERTIFY THAT
 The successfully completed the L.A.M.I. endorsement described as:

DATE _____
 PLACE _____
 CAPTAIN'S SIGNATURE _____

THIS IS TO CERTIFY THAT
 The successfully completed the L.A.M.I. endorsement described as:

DATE _____
 PLACE _____
 CAPTAIN'S SIGNATURE _____

INTRODUCTION TO SAIL TRAINING GRADES
SPECIAL ENDORSEMENTS

The Los Angeles Maritime Institute (L.A.M.I.) is a non-profit organization dedicated to the education and training of young people in the maritime industry. The purpose of this program is to provide a structured and supervised environment for the acquisition of skills and knowledge necessary for a successful career in the maritime industry.

GRADE I – JUNIOR
GRADE II – INTERMEDIATE
GRADE III – SENIOR

Each grade of certification is a prerequisite for the next higher grade. Upon successful completion of one grade, the participant must receive a written endorsement from the L.A.M.I. staff.

Please refer to the program manual for the complete details of this program. The L.A.M.I. staff is available to assist you in any questions you may have. For more information, contact the L.A.M.I. staff at the Los Angeles Maritime Institute, 1000 Harbor Drive, Los Angeles, CA 90012.

SPECIAL ENDORSEMENTS are for those who are allowed by L.A.M.I. to receive an endorsement in a specialty area. The L.A.M.I. staff is available to assist you in any questions you may have. For more information, contact the L.A.M.I. staff at the Los Angeles Maritime Institute, 1000 Harbor Drive, Los Angeles, CA 90012.

LOS ANGELES MARITIME INSTITUTE (L.A.M.I.)
 1000 Harbor Drive
 Los Angeles, CA 90012
 (213) 487-1000
 www.lam-i.org

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3

GRADE I - JUNIOR PART A
 (For student use)

1) Be able to steer by compass, wind, landmarks and officer direct orders.

2) Be able to tie the following knots each within a 30 second time limit and describe how and when they are used: square knot, reef knot, figure eight, sheet bend, and reefing hitch.

3) Be able to understand and demonstrate proficiency in coil, heave and heaving of lines.

4) Be able to locate and demonstrate proficiency (when applicable) in the use of the following safety equipment: life jackets, life rafts, life buoys, and survival packs, emergency flares, flare and flare kit, emergency kit.

5) Be familiar with each component to the vessel, escape hatches, operation of fire lance and location of spray and black water pumps.

6) Be able to describe the correct procedure to be followed in the event of a man overboard as listed in Appendix IA.

7) Be able to describe and demonstrate satisfactory practices including use of a safety harness and safety work cloth or net deck.

THIS IS TO CERTIFY THAT
 The successfully completed the L.A.M.I. Junior Part A requirements
 DATE _____
 PLACE _____
 CAPTAIN'S SIGNATURE _____

APPENDIX II A

WATCH HANDLING

- 1) Naming all sails
- 2) Naming all sail flaking out
- 3) Naming and flaking of sail
- 4) Position for watch crew power and set
- 5) Crew positions

APPENDIX II B

CHARTWORK

Use and course predictions being off course including U.S.A. plotting a position.

10 additional symbols (notation of a True Course to Charted Course) used according to standard position (course of position) complete U.S. Boreing System

RULES OF THE ROAD

Advantages
 look-out
 use of red/white
 arrow to avoid collision
 narrow channels

overriding action by "Give Way vessel"
 action by "Stand-On vessel"
 responsibilities between vessels

APPENDIX II continued

RULES OF THE ROAD

power vessel power and means power sail (sails set)
 power, sail & set
 starboard tack
 port tack
 motor vessel (steam)

anchorage (symbol (day)
 running lights (day, port, star)
 anchor light (night)
 traffic separation schemes

FORE AND AFT SALES

GRADE I - JUNIOR PART B
 (For student use)

1) Be able to interpret a general diagram as it relates to the actual vessel and be able to identify those halysms, shrouts and stays.

2) Be able to identify the various terms, with and rigging in Appendix II and III.

3) Be able to explain the theory of reefing, under sail and to include the terms listed in II.

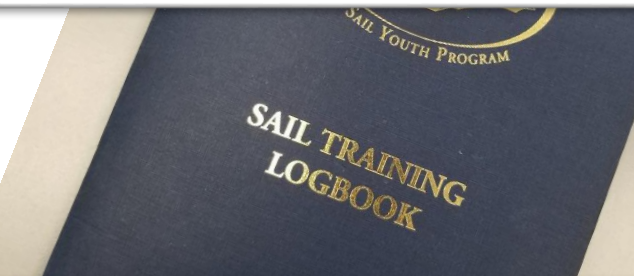
4) Be able to sketch a vessel's rigging on a chart and include the name of the rigging based on the terms in Appendix II.

* Volunteer Crew requirements.
 See also GRADE II (pp. 12, 13) and GRADE III (p. 18)

JUNIOR KNOTS

Bowline
 A most useful knot. The bowline will not slip on any end because it forms a circle. It is used to secure a heavy load or to connect two ropes. It is used to secure a line to an anchor, to a ring, or to secure two lines together.

Clow Hitch
 Quick and easy to tie. The clow hitch is used for securing to any cylindrical object such as a mast. It holds as long as the rope is not pulled to the end of the line, such as being a line at a ring or a wheel, securing a line to an anchor, to a ring, or to secure two lines together.



JUNIOR KNOTS CONTINUED

Figure Eight Knot
 As its name implies, a figure eight shaped knot is formed in the line end of a line. This becomes a stopper knot which prevents lines, such as sheets and halyards, from coming out accidentally through a block.

Reef Knot
 One of the commonest knots, a reef knot is tied in line of the same diameter. Eight cross left and under, left cross right and under, will prevent any rope from slipping. "Square knot" which holds like a reef knot (used to secure cargo). Used to bring light lines, such as running rigging, reef halyards, coil and packages that also become in the square knot.

Sheet Bend
 Used for tying two lines together, the sheet bend can be used for lines of different diameters. When connecting halyards to the mast, the line end of the line should be slipped down until it is secure. The sheet bend knot and can also be used to secure a heavy rope and is tied just like the bowline, except it is a sheet bend different from sheet bend of one.

Rolling Hitch
 This knot is used to lead a line to a spar or eye. It is as the line is coiled then pulled then together tightly and take the tension on the end with the anchor.

APPENDIX IC continued

MISCELLANEOUS TERMS

gunwale	gunwale	hatch covering
reef	reef	life rail
rubber	rubber	belaying pin
padding and gudgeons	padding and gudgeons	cleat
hullhead	hullhead	galley
deckhead	deckhead	bulwark
sole	sole	cabins trunk (deck house)
hoope	hoope	hatch
jaw	jaw	companionway

APPENDIX ID

POINTS OF SAIL AND MANOEUVRES

running	standing	heaving
reaching	luffing	hoist
beat	luffing	lower in
close hauled	beating away	clear up
head to wind	heaving up	down-down
jibing	in-line-a-line	cockbill
heaving	"making full and by"	"in the gear"
hard over	coming about	"in the lee"
sheer	heaving to	"let go and haul"
sheer	making stays	"haul"
rolling by the lee	about	

APPENDIX IE

CHARTWORK

chart title	10 symbols
depth	light characteristics
latitude	direction of current
longitude	good or bad passage
width and distance	compass roses
low and high in compass	vectors
direction	port & starboard bearings

APPENDIX IA

MAN OVERBOARD

- 1) Show "man overboard" and point of the man overboard.
- 2) Observe man in water and indicate position relative to ship by voice and by pointing.
- 3) Throw nearest safety device (life ring, man overboard pole).
- 4) Be prepared to assist a man overboard as directed by ship's officers.

APPENDIX IB

SEA TERMS

aback	starboard	make fast
abeam	windward	"come up"
astern	leeward	leeway
fine	mishaps	stemway
board	writhing anchor	quarters
port	belay	"haul away together"

APPENDIX IC

SAILS	m. an. gaff	RUNNING RIGGING
job topsail	m. an. cut	directs (all types)
inner job	for topsail	peak halyard
fore staysail	m. an. topmast	throat halyard
foremast (course)	for topmast	halyards (all types)
fore lower topsail	for lower topsail yard	out haul
fore upper topsail	for upper topsail yard	braces (all types)
fore topgallant		lifts (all types)
m. an. staysail		topping lifts
SPARS	STANDING RIGGING	
bowstay	stays	
job boom	for a stays	
fore boom	running back stay	
m. an. boom	bollocks	
	whisker	
	diacross	

COILING AND BELAYING

5 feet with a round turn
 Delayed (good for sheet out halyards)
 Made Fast (with a hitch)
 Belaying to a pin
 Coiling and securing
 Flaking
 Flaking

GRADE II - INTERMEDIATE

Table with 3 columns: Instructor's Signature & Date, and two columns for requirements 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19.

SEATIME LOG

Table with 3 columns: DATE COMPLETED, TOTAL HOURS BOATED AT SEA, TOTAL HOURS BOATED AT PORT.

12

21

GRADE II - INTERMEDIATE (Cont'd)

Table with 3 columns: Instructor's Signature & Date, and two columns for requirements 10, 11, 12, 13, 14, 15.

*Volunteer Crew Requirements

See also GRADE I (pp. 9-10) and GRADE III (p. 38)



Fisherman's Bend



Cat's Paw

20

13

A Round Turn and Two Half Hitches

Used for making a line fast to a ring, stanchion, bollard, etc. The knot is simply a round turn around the object and a clove hitch around the line itself.



Timber Hitch

Used to tie a line to a spar or log.

The "Blackwall Hitch"

This is a hitch used for temporarily attaching a line to a hook. The hitch needs one last tension and/or weight to keep it tight.



14

GRADE III - SENIOR (Cont'd)

Table with 3 columns: Instructor's Signature & Date, and two columns for requirements 10, 11, 12, 13, 14, 15, 16, 17, 18, 19.

19

GRADE III - SENIOR

Table with 3 columns: Instructor's Signature & Date, and two columns for requirements 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

*Volunteer Crew Requirements

See also GRADE I (pp. 9-10) and GRADE II (pp. 12-13)

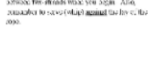
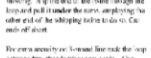
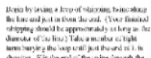
Levee Stop Knot

Used to secure a rope to a post or ring.



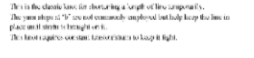
Simple Whipping

Used to secure a rope to a post or ring. It is made by passing a rope through a hole in the post or ring and then passing the rope back through the hole in the opposite direction.



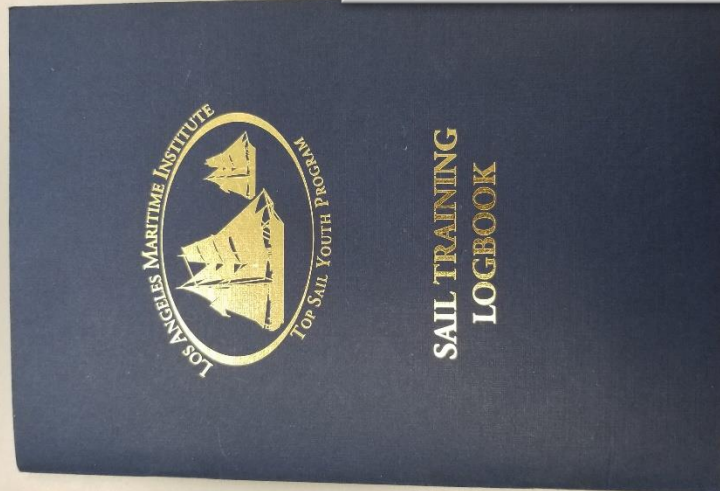
The Sheepshank

It is the device used for shortening a length of line (ropes). The two ends of the line are passed through the center of the loop and then the line is pulled tight.



18

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Appendix 7: COVID-19 Safe Practices



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310.833.6055 | LAMItopsail.org



Children's Maritime Institute
Pine Ave Pier - Rainbow Harbor
Long Beach, CA 90802
310.548.2903 | ChildrensMaritime.org

Safe Practices while Voyaging on the Vessels Preventing the Spread of COVID -19

Guidelines provided below should be followed by all Los Angeles Maritime Institute (LAMI) employees to the best of your abilities. "Employees" referred to in this document include both paid staff and volunteers.

It is important to wear the proper personal protective equipment (PPE), and wash hands to prevent the spread of COVID-19 to keep our staff, crew, volunteers and passengers safe. Practices and guidelines are subject to change as more information becomes available. New information will be given to crew and volunteers as we receive it.

Guidelines for Vessel safety

1. **Never come to the vessels if you are experiencing symptoms associated with COVID-19.** If you are feeling sick in any way please stay home and/or seek medical care.

Any one of the following would be considered a COVID-19 symptom:

- | | |
|-------------------------------|----------------------|
| a. Shortness of breath | d. Flu-like symptoms |
| b. New or worsening dry cough | e. Vomiting |
| c. Fever of 100.4° or greater | f. Diarrhea |

Or any two of the following:

- | | |
|--|----------------|
| a. Cough | d. Sore throat |
| b. Unexplained extreme fatigue or muscle aches | e. Open sore |
| c. Rash | |

2. If you experience COVID-19 symptoms, are confirmed to have COVID-19, or have someone at home with COVID-19, stay at home, contact your healthcare provider, and notify any persons you might have come in contact with, as well as the LAMI Safety Officer, Jeff Dwyer, at safety.officer@lamitopsail.org, in order to notify LAMI personnel.
3. **If you begin to experience any symptoms before getting underway you must leave the vessel immediately,** contact your health provider, and inform the captain and Jeff Dwyer at safety.officer@lamitopsail.org.
4. **If you begin to experience any symptoms while underway you must notify the captain.**
5. **The captain must follow reporting requirements to the County of Los Angeles [per *Reopening Safer At Work And In The Community For Control Of Covid-19*] and the USCG Sector LA/LB Captain of the Port [per *USCG MSIB 02-20 Novel Coronavirus*], as well as reporting to the LAMI Executive Director and the LAMI Safety Officer.**
6. The A compartment or fo'c'sle will be a quarantine zone in the event someone does begin to feel ill and or tests positive for the virus.
7. Passengers and crew will be offered, at no cost, an appropriate face covering that covers the nose and mouth. The covering must be worn by passengers and crew at all times during the voyage when in contact or likely to come in contact with others. Passengers and crew who have been instructed by their medical provider to not wear a face covering should contact the LAMI Safety Officer.
8. Physically distance from other individuals as much as possible¹.

¹ Per County of Los Angeles *Reopening Safer At Work And In The Community For Control Of Covid-19*:



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9. **Assume yourself, and everyone else is infected. Wear protective gear, and keep in mind that some people are asymptomatic carriers. Please help us keep everyone safe.**

Guidelines for safe operation on the vessel before departure

1. The crew, both live-aboard and commuters, are to be screened for COVID-19 symptoms daily. See updated Check-In Questionnaire V2.0. Anyone showing any signs of related symptoms should be removed from the vessel as soon as possible to quarantine on a non-voyaging vessel or location.
2. The day before the voyage the crew will deep clean the vessel taking care to disinfect surfaces as much as possible. Bunks will be deep cleaned and disinfected to the best of our abilities.
3. Provisions will be purchased using best COVID-19 best practices like minimizing the number of shoppers.
4. A watch safety officer will be assigned to the station bill and will be responsible for making sure the vessels areas of high use are wiped down prior to passenger arrival.
5. In addition to the manifest the office must have full contact information for all voyagers.
6. Handrails on boarding ladders will be cleaned and disinfected before embarking, and before departure.
7. A cook will be assigned for the voyage to minimize spread in the galley. Coffee and snacks will be brought up by the cook, and the cook will be responsible for cleaning the galley surfaces with a bleach solution.

Check in procedure

1. When passengers arrive, they will wait in the parking lot for the watch safety officer of the voyage to greet them. They will wear face coverings.
2. Passengers should have followed the **guidelines** they agreed to before arrival.
3. Passengers that are in the high-risk category should consult with a doctor and have a note declaring them fit for the voyage prior to arrival.
4. The **Check-in Questionnaire** has been filled out to determine if there is any risk from the past two week's status. Passengers will be screened for symptoms indicating infection with COVID-19.
5. The watch safety officer will wear a face covering.
6. Passengers will embark, receive bunk assignments, break into watches, and tour the vessel. During the tour passengers will be given instructions on how to properly disinfect the head after each use with Pathocide.
7. Passengers are responsible for keeping their bunks clean to ensure no mixing of passengers' personal gear. Passengers will be arranged with the greatest space possible between bunks (head to foot, toe to toe, etc.).
8. Before getting underway the Captain and Mate will talk with the group about reporting any symptoms as they occur so there can be a timely reaction and mitigation of spread. They will also outline what a quarantine looks like on the vessel and the necessary steps that need to be taken to turn A compartment or the fo'c'sle into an isolated hold.
9. If passengers do not agree to help disinfect the vessel, follow the LAMI COVID-19 protocols, or report symptoms the voyage should be reevaluated. We require 100% participation and communication from all passengers.

"Social (Physical) Distancing" means: (1) Maintaining at least six (6) feet of physical distance from individuals who are not members of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a face covering when whenever an individual leaves their home or place of residence, and when an individual is or can be in contact with or walking by or past others who are non-household members in both public and private places, whether indoors or outdoors. Wearing a face covering over both the nose and mouth reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected; and (4) Avoiding all physical interaction outside the household when sick with a fever or cough, except for necessary medical care.'

Version2.4

2021 March 5



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10. Before leaving the crew will go over the ship's voyaging checklist. If there are no conflicts, the voyage can proceed.

Guidelines for safe operation on the vessel during the voyage

Physical distancing

- Passengers and crew are to maintain 6 feet of physical distance between themselves and others.
- Crew may momentarily come closer as necessary to assist passengers, or as otherwise necessary.
- Physical guides will be provided, such as tape on decks and signs on cabins, to ensure physical distance is maintained (for example, to establish one-way routes on deck or identify zones for different groups).
- Passengers should remain in the same space and in groups as small and consistent as practicable. Keep the same passengers and crew with each group and include passengers from the same family in the same group, to the greatest extent practicable. The maximum cohort size permitted is up to 14 passengers and up to 2 supervising crew.

Use of face coverings

- Face coverings should be worn at all times.
- **Individuals experiencing symptoms associated with COVID-19 will be given an N-95 mask to prevent transmission.**

Hand washing

- Hand washing should be with soapy water for at least 20 seconds. Hand sanitizer can also be used for hand cleaning, but will contain no less than 60% ethyl alcohol.
- Hand sanitizing stations will be set up in various locations around the vessel. Each hold will have a bottle with a dispenser at the base of the companionway, and there will be some stations set up one deck. Each time passengers enter holds they should use the hand sanitizer, sinks in heads can be used as hand washing stations.
- Hands should be cleaned before and after every meal. Lessons involving shared items should have sanitizer for use before and after the lesson. Sneezing, coughing, and nose blowing should be followed up with sanitization.
- The galley sink is not to be used as a hand washing station.

Waste management

- Garbage cans on vessel will be no touch, and will be in an open location. Garbage cans stored under the sinks will not be used during voyages to streamline cleaning and disinfection.
- Paper towel dispensers will be mounted in the heads.
- When unable to use reusable dishes and utensils, paper products can be used and should be disposed of in the topside garbage cans.

Meals

- Food should be cooked by the same individual the entire voyage. Food will be plated and handed out from the galley to reduce the number of individuals touching things in the galley.
- Passengers will eat all meals on deck.
- Passengers are only to touch their own meals and utensils.
- Dishwashing can still be done by all those on the vessel, but one crew member (preferably the cook) will be responsible for the last disinfecting station to make sure everything is sanitized, dried and safely stowed. Bleach should be properly diluted to the concentration described on the bottle.

Personal gear

- Passengers will be assigned a hold and a bunk. Certain bunks may not be available for passengers to ensure there is adequate spacing between them while sleeping. Gear is to be stored in the assigned bunk to avoid the mixing of personal items. Passengers will be arranged with the greatest space possible between bunks (head to foot, toe to toe, etc.).

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2021 March 5



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- Passengers and their gear are to remain ONLY in their assigned bunks.
- Sleeping on deck is to be encouraged.
- Passengers and crew should avoid letting personal items sit on bathroom counters as much as possible. This includes glasses, toothbrushes, and other toiletries that are in or around the face.
- Reusable water bottles will be stored on deck in crates with partitions. The on-deck faucet will be used to fill bottles, and should be used only after hands have been disinfected, then wiped down after use.
- Crew and passengers are responsible for keeping their living space clean, and manageable. Clothing should not be on the sole or out of assigned bunks.

Ventilation

- Fresh air should be introduced as much as possible into the holds. Fans should be set up to allow for maximum air flow. Holds should have watertight doors shut to prevent air from different holds from mixing.

Watch Safety Officer

- Station bill will have an assigned watch safety officer. The watch safety officer ensures the vessel is being disinfected as often as is deemed necessary. At the beginning of every watch high contact areas should be wiped down with disinfectant.
- The watch safety officer will ensure that passengers will be responsible for helping to clean individual use areas like the head, and their bunks.
- The watch safety officer will assign crew to activities and will help ensure that all participants, and leaders are being safe and responsible.
- The watch safety officer will ensure that non-essential visitors are restricted in their access to the vessel. Once watches are assigned passengers and crew will stay with their assigned watch.

Medical Screening

- Passengers will be screened for COVID-19 symptoms at night before bed using Check-In Questionnaire V2.0, including have their temperatures monitored.
- Passengers should feel comfortable with being able to talk about feeling ill. If there are concerns from younger participants those concerns should be addressed and discussed so they feel comfortable with speaking up when something feels wrong.
- Some individuals younger than 18 that come in contact with COVID-19 exhibit different symptoms. Crew should be familiar with symptoms associated with Multi-System Inflammatory Syndrome in Children (MIS-C). Children with MIS-C may have a fever and various symptoms, including abdominal (gut) pain, vomiting, diarrhea, neck pain, rash, bloodshot eyes, or feeling extra tired.
- All information on passengers, especially minors are personal, and per HIPAA we must keep it confidential. Medical assessment tools will be made available to the captain in order to determine the necessity of quarantine (for example, see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/coronavirus-self-checker.html>).

Guidelines for quarantine on the vessel

1. Individuals showing signs or symptoms associated with COVID-19 will immediately tell the captain.
2. The captain will report any cases to the **County of Los Angeles [per Reopening Safer At Work And In The Community For Control Of COVID-19 or Reopening Protocol for Day Camps: Appendix K]**, the **USCG Sector LA/LB Captain of the Port [per USCG MSIB 02-20 Novel Coronavirus]**, the **LAMI Executive Director and the LAMI Safety Officer.**
3. The watch safety officer will begin wiping down high traffic areas around the vessel, and recording symptoms and temperature of the individual in order to pass along information to medical professionals should the situation worsen.

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4. If the individual is living in B compartment or in the main, they will gather their belongings and wait on deck for the forward hold to be empty. The bunk will be cleaned and disinfected to the best of our ability.
5. All residents of A compartment or fo'c'sle will gather belongings and move into B compartment or the main hold, avoid using the contaminated bunk.
6. The individual with symptoms will be brought to the forward hold and will set up in a bunk below.
7. Meals will be brought, and symptoms will be monitored every 3 hours, or as able. Temperature should be taken to help track information on the individual. All notes should be consistent, and should address all symptoms of COVID-19. Passenger will be given a handheld radio, and given instructions on how to use it in order to have speedy communication with crew.
8. Captain will decide what needs to be done about transportation to the mainland, evacuation or if the voyage can proceed.
9. All information on minors are personal, and per HIPAA we must keep it confidential. We must use the best practices possible to keep patient information private.

Enhanced Cleaning on the Vessel to Prevent the Spread of COVID-19

General Practices

1. Clean high-touch surfaces more frequently, such as companionway handles, grab rails, deck boxes, the wheel, navigational equipment, navigational tools, and places passengers tend to gather together. Increased cleaning can help prevent the spread.
2. Practice good PPE practices:
 - Wash hands frequently. Washing should be with warm water and involve scrubbing for at least 20 seconds. Use single use towels. Wash in-between using shared items, before and after transitioning to different areas, and when less than a fathom away from another person.
 - Hand sanitizer with a mixture of no less than 60% ethanol can be substituted for hand washing.

Guidelines for Cleaning

1. Wear gloves when using cleaning products. After cleaning is done gloves should be disposed of, and hands washed immediately. On vessel PPE must include: gloves, eye protection, respiratory protection, and any other means described on the cleaning products.
2. Use single use towels, and dispose of them properly.
3. Disinfecting products will be stored in the head and kitchen.

Cleaning and disinfection

1. Clean surfaces and objects that are visibly soiled first. If surfaces are dirty to sight or touch, they should be cleaned using a detergent or soap and water prior to disinfection.
2. Clean and disinfect affected surfaces as soon as possible after a known exposure to person with respiratory symptoms (such as coughing/sneezing).
3. Use an EPA-registered disinfectant for use against COVID-19. Refer to the list of products preapproved for use against emerging enveloped viral pathogens, or the list of disinfectants for use against SARS-CoV-2.
4. Follow the manufacturer's instructions for safe and effective use of all cleaning and disinfection products (e.g., dilution concentration, application method and contact time, required ventilation, and use of personal protective equipment).
5. Consult manufacturer recommendations on cleaning products appropriate for electronics, and machinery. If no guidance is available, consider the use of alcohol-based wipes or spray containing at least 70% alcohol. Use of

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- alcohol-based products may reduce the risk of damage to sensitive machine components. Whenever possible, consider using wipeable covers for electronics. Dry surfaces thoroughly to avoid pooling of liquids.
6. The disinfectant in the office is Pathosans brand Pathocide. It can be sprayed onto any hard surface and left to evaporate. Disinfectant used on electronics should be applied to a paper towel and wiped across surfaces so that no liquid affects the device.

Any concerns in cleaning or safety should be brought to the captains' attention immediately.

****Policies are to describe best efforts of team and participants at all times. It may be difficult to adhere to policies all the time.****

Appendix 8: COVID-19 Check-In Questionnaire



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Check-In Questionnaire

1A. Have you had any of the following symptoms in the past 14 days? YES NO (If YES, circle symptoms that apply)

- a. Shortness of breath
- b. New or worsening dry cough
- c. Fever of 100.4° or greater
- d. Flu-like symptoms
- e. Vomiting
- f. Diarrhea

1B. Have you had any two of the following symptoms in the past 14 days? YES NO (If YES, circle symptoms that apply)

- a. Cough
- b. Unexplained extreme fatigue or muscle aches
- c. Rash
- d. Sore throat
- e. Open sore

*** IF YOU ANSWER YES TO EITHER 1A OR 1B, IMMEDIATELY QUARANTINE*, CONTACT YOUR MEDICAL PROVIDER, AND INFORM JEFF DWYER AT SAFETYOFFICER@LAMITOPSAIL.ORG (ALSO INFORM THE CAPTAIN, IF AT SEA)**

If you have been fully vaccinated against COVID-19, please skip questions 2A and 2B

2A. Have you had close personal contact, as defined below, with anyone who is sick in the last 14 days? (Sick is defined as same symptoms as above in Question #1) YES NO

- a. Within 6 feet
- b. In a confined space (shared room in a house, office, vessel, etc.)
- c. Had direct contact with infectious secretion (been coughed or sneezed on, etc.)

2B. Have you visited any medical facility in the last 14 days? YES NO

Facility visited: _____
Condition/reason: _____

3. Temperature screen- All crew/vendors/visitors boarding a vessel, working in Building G, or in the office must undergo a temperature screen at the gangway or door. Anyone with a temperature of 100.4F/38C or higher will be denied access to the facilities.

**I consent to having my temperature taken prior to boarding the vessel, or working in the facilities using a non-contact thermometer. I understand Los Angeles Maritime Institute has the legal right to take my temperature and if I do not consent to having my temperature taken, I will be denied access to the vessel, absent a doctor's note saying I do not have a temperature.

If you answered yes to any of these questions, or develop any symptoms, please inform your supervisor (or the captain) and quarantine* immediately.

****"Quarantine" means to isolate at home or a medical facility, or in the forward compartment of a vessel at sea.**

I have read and understood these guidelines to the best of my abilities:

Signature: _____ Date: _____

Print Name: _____

Version 2.1

Appendix 9: Examples of Collateral including acknowledgement of POLA Partnership



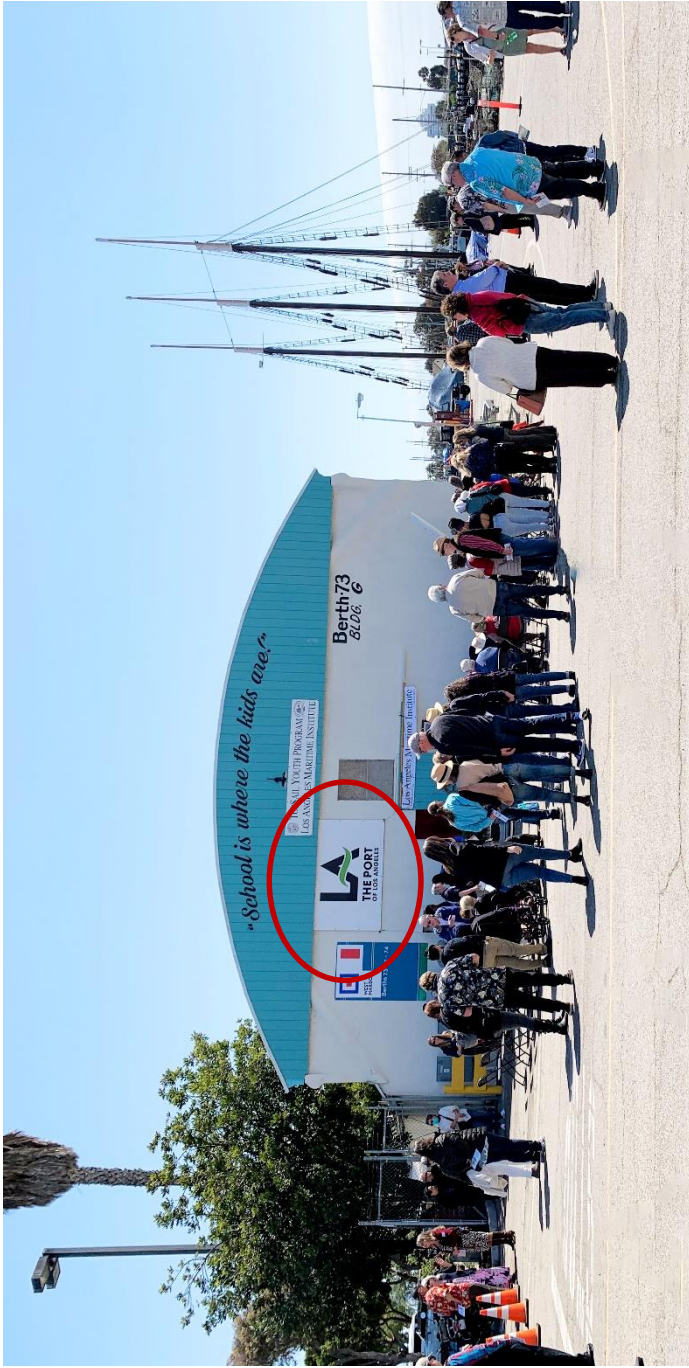
LAMI Website Acknowledging POLA as a major sponsor.



Figure 1 Book Our Brigantines Brochure



LAMI Public Sail Calendar - Online & in Print



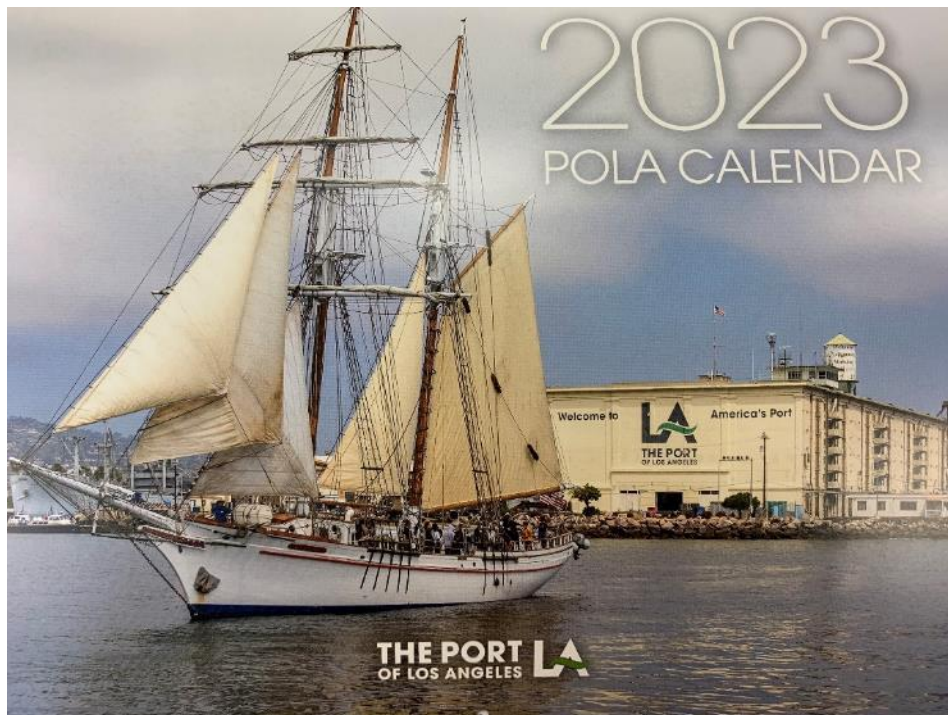
30th Anniversary year of celebration kick off, Building G Dedication in the name of Jim Gladson & San Pedro Chamber of Commerce Ribbon Cutting. Speeches were delivered by POLA Harbor Commissioner Lucia Moreno-Linares, State Senator Steven Bradford, Tim McOsker, LAUSD School board member Tanya Ortiz Franklin, San Pedro Chamber of Commerce Board Chair, John Bagakis.



State Senator, Harbor Commissioner, City Council Candidate, Chamber CEO & President, Chamber Board, Chamber Board Members, BID Board Chair & Executive Director and LAMI Executive Director



State Senator Steven Bradford, LAUSD School Board Member Tanya Ortiz Franklyn and Executive Director Bruce Heyman @ LAMI 30th Year Anniversary Kick Off.



Group of Students Sailing on Exy Johnson in front of the Iconic Warehouse One.

Appendix 10: On The LA Waterfront (A Community Publication of the Port of LA)





SAILING TO NEW EDUCATIONAL HEIGHTS

LOS ANGELES MARITIME INSTITUTE CELEBRATES 25 YEARS IN THE SAN PEDRO BAY

Dana Middle School students often get advice from their life sciences teacher Richard Rueter.

The advice lately? Develop your knowledge and skills in STEM—the study of science, technology, engineering and math. STEM is becoming a bigger and bigger focus in education, advises Reuter. Young people with those skills are increasingly in demand, which can lead to many opportunities for high-paying jobs and exciting careers..

So when Rueter suggested sailing to his students as a way to build STEM skills, at first they didn't make the connection. That is, until they set sail in the LA Harbor as part of the Los Angeles Maritime Institute's TopSail Youth Program.

Celebrating its silver 25th anniversary this year, the Los Angeles Maritime Institute (LAMI) focuses on helping students discover their potential through at-sea and maritime-related experiences. Last year, more than 5,000 students participated in LAMI programs, a big jump over the previous year. (The Port of Los Angeles is one of LAMI's proud sponsors!)

By learning things like how to navigate a vessel, read charts and sea logs, map out sea voyages, measure distances and even climb rigging, students see STEM concepts like math and engineering come to life firsthand.

"It all comes together on the boat," says Rueter, who has been organizing sailing trips for his Dana Middle School students for more than 10 years. "What happens onboard all ties into science and math, with students able to implement concepts and really learn for themselves."

But the LAMI sailing experience also has many other benefits.

It's a program that builds confidence, character and leadership skills, says Bruce Heyman, executive director of LAMI. The art of sailing requires different kinds of problem-solving and decision-making, approaches unlike those in a traditional classroom setting. LAMI programs have also provided a beacon of hope for students who might be struggling with school or home life.

"The great thing about the LAMI programs is that they focus



“Many of our students pass by the harbor every day, yet have never been on a boat. So when these kids step on deck, it’s a whole new world. It’s more than just a boat ride. While aboard, they accomplish and learn so much.”

**– Bruce Heyman
Executive Director
LAMI**

on character building and STEM at the same time,” says Heyman. “The experience is both educational and transformational for our students.”

To keep things afloat while at sea, kids have no choice but to work together as a team. Even the shy or reticent use a different word students who might be intimidated in a classroom often blossom as team leaders, beaming with confidence on a boat.

Port of Los Angeles High School junior Christina “CeCe” Morales can relate. As a new transfer to POLA high school last fall, she didn’t know very many people. She credits the TopSail program for helping her feel more at ease with her new classmates. “In the beginning I was really shy. But since we all had to work together and operate as a crew on the boat, it really helped me come out of my shell.”

LAMI also exposes students to both educational and life experiences that most wouldn’t have the opportunity to do on their own.

“Many of our students pass by the harbor every day, yet have never been on a boat,” says Heyman. “So when these kids step on deck, it’s a whole new world. It’s more than just a boat ride. While aboard, they accomplish and learn so much...it puts a smile of pride on their faces that’s unbelievable.”

Majestic and stunning, LAMI’s two main working tall ships—the Brigantine Irving Johnson and Brigantine Exy Johnson—stand at 90-foot high and 110-foot long. Among the cargo ships, cranes and stacks of containers in the harbor, the classic tall ships are a unique sight.

Built by local harbor community volunteers more than 15 years ago, both ships were specifically designed as teaching vessels—from their sails, to rigging and masts. Since their launch in 2002, LAMI has trained and relied on dozens of volunteers to keep the wooden ships maintained and serve as crew and educators on the boats during excursions.



With funding from the Port of Los Angeles and other individuals and organizations, LAMI has been able to offer free programs to youth throughout the Los Angeles area—from educational single-day sail excursions to multi-day overnight voyages, to summer camps and more recently, boat building classes.

Just like the at-sea excursions, LAMI’s boat building classes have been purposely designed to transform classroom STEM concepts into active learning. Similar to “shop classes” offered by high schools and middle schools decades ago, the LAMI boat building classes are interactive and hands-on.

But unlike shop classes of years past, the LAMI boat building program carefully integrates concepts of math and engineering, all which are necessary for designing and constructing a boat.

Aaron Ferralles, a junior at Port of Los Angeles High School, quickly learned that the class was not your typical high school elective. “When I took this class, I had no idea we’d actually be building boats,” he said. “I’ve learned a lot more about working with power tools, and about the intricate process of how boats are built. There’s a lot that goes into it.”

Currently, the boat building classes are held in a refurbished machine shop and boatyard just across from LAMI’s offices at the Ports O’ Call Village, a space LAMI leases at-no-charge from the Port. However, when the new San Pedro Public Market is built, says Heyman, LAMI hopes to transform the building and yard into a working “boatyard.” Visitors will be able to watch boat building, restoration and other LAMI activities, all of which will help connect Angelinos to their nautical roots at the Port of Los Angeles.

Recently, LAMI has also begun offering its Brigantine ships for private charters, film shoots and private events to help raise additional funds for its educational programs.

“One of things we’ve seen over the last 25 years is that bringing these kids together through sailing, and having them work together and exposing them to the maritime industry in their own backyard is simply an invaluable experience,” says Heyman. “Time and again, LAMI proves that you don’t have to be in a classroom to learn.”

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LOS ANGELES MARITIME INSTITUTE

Maritime Youth Leadership Ambassadors (MyLA)

Every day aboard any of the three Los Angeles Maritime Institute's (LAMI) 100-ft educational sailing tall ships, young people leave social and economic-based pretenses and stigmas behind, make discoveries about themselves, bond together, and awaken to the world of possibilities for their future. LAMI is committed to breaking socio-economic barriers that impede young people from accessing enriching and empowering educational and career opportunities that exist at LA's Waterfront. Through a partnership with Juneteenth 400 and community youth-service organizations, LAMI will provide free of charge its Maritime Youth Leadership Ambassadors program to youth from marginalized and underrepresented communities in the Los Angeles area.

Black people and people of color have a rich maritime history and are a vital part in the growth and productivity of maritime industries and the Port of Los Angeles. Unfortunately, there is less awareness of and access to the educational and workforce development opportunities on the LA Waterfront by Black youth and youth of color. Maritime Youth Leadership Ambassadors is a transformative educational program that strengthens critical character development skills, teaches practical understanding of academic concepts and technical skills, and exposure to workforce skills-development and job opportunities.



Maritime Youth Leadership Ambassadors (MyLA) is a proven experiential learning program aboard LAMI's twin brigantines *Iring Johnson* and *Exy Johnson*, authentic wooden replicas of historic vessels from the Age of Exploration and the Official Tall Ships of Los Angeles. MyLA provides a challenging and nurturing environment outside the classroom that allows youth to express creativity and achieve mastery of new skills and unparalleled



access to coastal ecosystems and maritime industries. MyLA is comprised of four components that build upon each other in a logical, yet recreational fashion. Each youth Ambassador participant will receive three 3-hour day sails in local waters, one 5-day/4-night voyage to the Channel Islands, invitation to join LAMI's weekly-meeting youth crew Sea Scouts, and exposure to future skill-advancement and career opportunities.

The onboard day sails and multiday voyages work both on social-emotional learning and the science of sailing that connects ambassadors to practical uses of physics, engineering and math through focal areas like navigation, marlinspike rope work, and maritime practices. Ambassadors work through their own Logbook, a series of progressively more advanced lesson plans to certify their knowledge in maritime activities, that serves as an invaluable credential of maritime skills for many port-related employers. The Ambassadors are then invited to continue their

skills training and connection with peers through joining LAMI's Sea Scout program, which meets weekly, including at least one sail a month. Ambassadors are introduced to the many maritime-related businesses and job opportunities associated with LA's Waterfront and are provided with

connections to further their own aspirations. MyLA is an exceptionally unique multi-touch, immersive experience that equips young people with the maturity, skills, and opportunities that will set them up with the capabilities and options to successfully navigate life and plan for a promising future.

Maritime Youth Leadership Ambassadors Program - Details

In partnership with Juneteenth 400, a 501(c)(3), and community youth-service organizations, LAMI will provide its Maritime Youth Leadership Ambassadors annual program to 120 10-15 year-old youth from marginalized and underrepresented communities in the Los Angeles area. Recognizing learning and social interaction changes with maturation, youth will be assigned day sails and voyages based on age, grouping them in 10-12 and 13-15 age groups.

All Ambassadors will be given at no cost a voyaging gear bag with the necessary gear for time at sea and maritime activities. A parent or guardian will be invited to join their child on their first sail to assure both of the program’s safety and positive impact. Day sails take place at least one weekend a month over the school year. Ambassadors who complete their three day sails in the Fall and Winter are invited to either complete their 5-day, 4-night voyage over the Spring school break or early in the Summer break. Ambassadors who complete their three day sails in the Winter and Spring are invited to complete their voyage early in the Summer break. All Maritime Youth Leadership Ambassadors will then be invited free of charge to join LAMI’s youth crew Sea Scout program for the year.



Maritime Youth LA Program – \$175,400 Anticipated Budget

15 day sails x \$3,000/sail.....	\$40,000
5-day voyage (\$20,000) x 4 voyages.....	\$80,000
Sea Scout annual membership and uniform (\$200/ambassador x 120 ambassadors)...	\$24,000
Voyaging gear (\$150/participant x 120 participants).....	\$18,000
Provisioning (day sails and voyages).....	\$12,000
Marketing material for recruiting students.....	\$1,400
Anticipated Annual Total Budget.....	\$175,400

Los Angeles Maritime Institute

A 501(c)(3) nonprofit founded in 1992, The Los Angeles Maritime Institute (LAMI) serves to empower youth to discover their greater potential through extraordinary at-sea experiences. We envision a thriving community where every child can look to the future with confidence. Over its 30 year history, LAMI has provided over 130,000 young people age 10-19 with transformative educational experiences. LAMI is committed to addressing the social and economic barriers that limit access to transformative educational opportunities by providing its programs at no cost to young people from marginalized and under-resourced communities. All of our programs are based in our Topsail education philosophy that utilizes the unique hands-on activities of sailing and the environment of the ocean ecosystem to create an emotional and contextual connection to academic, social, and emotional learning through active, student-led discovery and practical application. Through the sport of sailing, youth are able to achieve mastery of new skills such as team building, problem solving, decision making, planning, self-reliance, communication and leadership. Profoundly, the novelty and challenges of this learning platform creates a rare shared experience for all young participants and institutes unity and inclusion regardless of cultural background, ethnic heritage, or financial means.

LAMI Contact:

Bruce Heyman, Executive Director, (310) 833-6055, Director@LAMITopSail.org

The Kranz Middle School Story

by the Los Angeles Maritime Institute

During the second year of LAMI's TopSail Program one of our supporters made a grant to a social science research group at USC for the purpose of investigating our impact on three groups of "at risk" youths. Two of the groups were suffering from such dysfunctional management that the researchers were unable produce any usable data. Kranz Middle School was different. Kranz is one of two middle schools in the Mountain View School District located in South El Monte. The District has several elementary schools but no high school. At the time we first sailed with them their enrollment was 1640 students/pupils grades six through eight. Ninety seven percent of their student body qualified for the Federal Lunch program (family income at the poverty level or lower). Ninety four percent qualified for full Federal Lunch program (family income at one half the poverty level or lower). In addition to poverty, the community suffered from gangs, drugs, rampant/open prostitution and a high level of transience.

The one good thing they had going for them was an uncommonly good/competent staff at the school. All of the Kranz staff that we worked with were intelligent well informed professionals with high levels of commitment and energy. However, in spite of their best efforts thirty percent of their student body dropped out of school before the completion of the eighth grade. This drop-out rate had been consistent for several years. The researchers from USC asked the Kranz staff to identify 60 students who were on the cusp of dropping out; that is they showed very low grade point averages, high rates of truancy and discipline referrals and not involved in extracurricular activities like band or sports or social clubs.

The researchers then divided them randomly into three groups of twenty students each. Two of the groups were to sail with us, independently, on the SWIFT of IPSWICH and the other twenty were to be the control group. In the week or ten days between the selection of the groups and the first day sail two of the sailors dropped out of school. Consequently we only sailed with two groups of nineteen. We conducted our standard program with each group: five one day sails, spread over a period of several weeks, followed by a five day voyage to Catalina Island. Our curriculum consisted of treating them like family on an exciting, adventurous vacation. Never once did we sit them down and tell them that they should study hard and stay in school. Instead we simply shared the chores/tasks and pleasures of sailing and visiting new places and doing new things with new friends; it was much like a family boating vacation.

One year later, when Kranz came to sail with us with a new group of kids the accompanying staff were very excited and anxious to tell me the "good news." They had just managed to locate the last one of the kids who had sailed with us the previous year and every one of them was still in school. Simply tracking all of them down was a monumental task. (1) Since all of the kids who sailed were eighth graders and Mountain View School District does not have a High School, all of them had gone on to another school district. (2) Extremely high transiency rates in the community. (3) Presumably many families in the community are "un-documented aliens" and customarily they don't leave forwarding addresses. (4) Two of the families had been "busted" by INS and deported. The staff tracked them down through friends and family and found them living in the San Joaquin Valley.

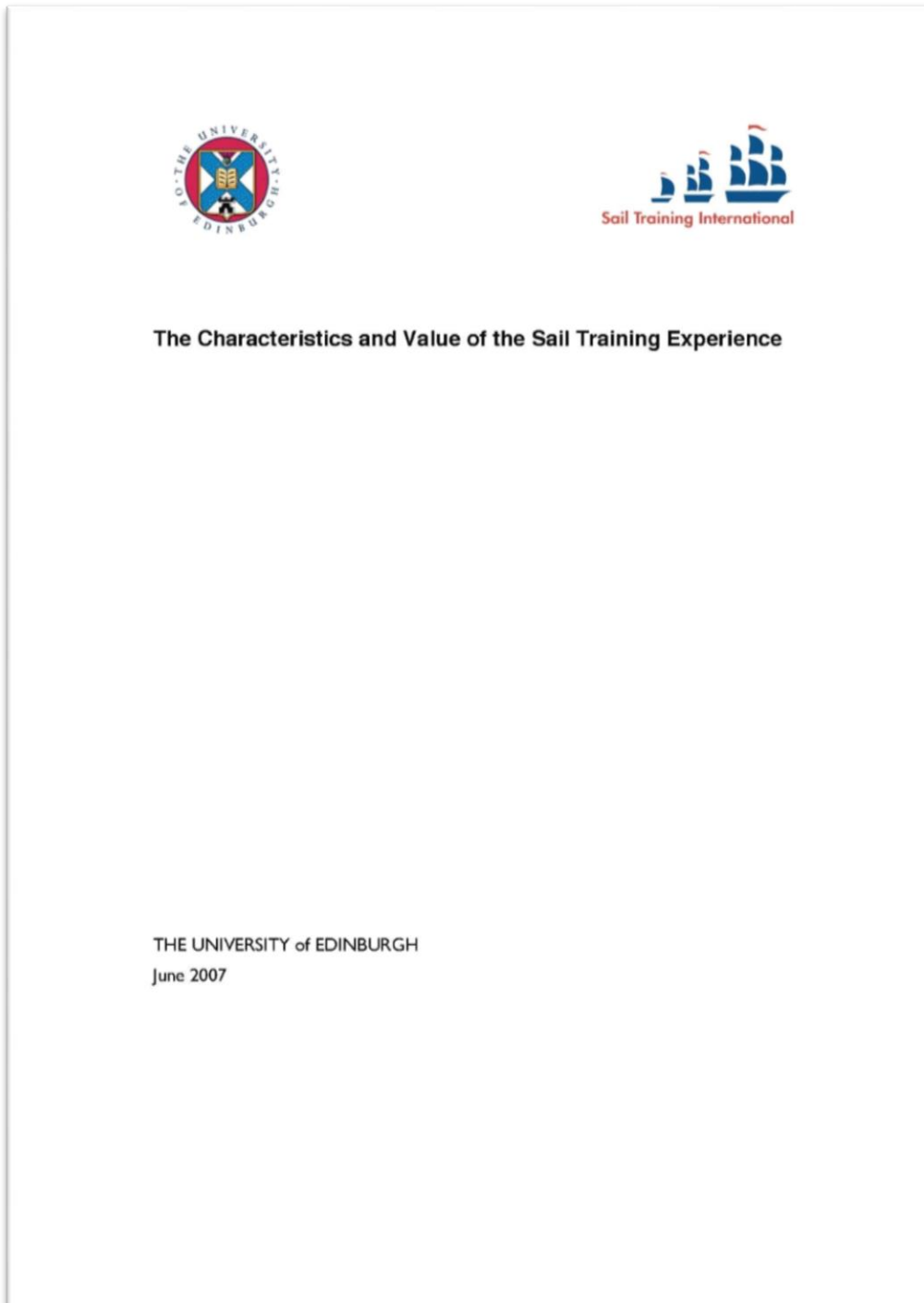
And "guess what?" they said; "all, 100%, of the kids were still in school. Not only that, 100% had gone up in grade point averages (especially the girls); 100% had gone down to virtually zero in truancy; 100% had gone down to virtually zero in discipline referrals; and all but three were involved in extra programs like band or sports etc." In other words they fit the classic profiles of kids who are happy with school. I really embarrassed myself, I was so angry that I lost my cool. "Why are you lying to me? I have taught for thirty two years and you know as well as I do that you never get 100% of anything. Tell me the truth; if we changed 60% of those kids we can publish it and we'll all be famous. Nobody will believe this cock and bull story."

They managed to calm me down and convince me that actually had found all of the kids and met with all of their parents and school personnel and confirmed their progress. And that the teachers really did believe what they were telling me was true and accurate. Since I knew them to be honest and intelligent educators I could accept the results on an intellectual basis but, I must say, I still had some reservations emotionally. A few years later we had a new client sailing for their first day on the BILL of RIGHTS and I was the Captain. After we had gotten underway and all the sails were set I was talking to the leading adult with the group and asked him how he had heard about us. He responded: "I'm the Assistant Principal of South El Monte High School and we get a lot of students from Kranz Middle School. You know Kranz Don't you?" I replied, with a chuckle: "Oh yes, I know Kranz." He went on: "Well, over the years we have come to recognize that the kids from Kranz who have been in your sailing program are head and shoulders above the other kids from Kranz, and we want a piece of that action."

Kranz still sails with us every year and South El Monte High has sailed with us for four years now, and they tell us they are getting their piece of the action. I still can't explain how the TopSail Program intervenes with the kids who are on the cusp of dropping out but I do believe the result both intellectually and emotionally. There is much more follow-up data but this the TopSail Sheet not a professional/technical journal of Education so I'll stop here.

Appendix 13: University of Edinburgh

The complete report is 58 pages long and in the interest of brevity only the Title Pages and the first content page is included. LAMI's TopSail Youth Education program was included in this study. If an evaluator would like the complete report, we would be happy to make it available. Thanks Bruce Heyman



Report of a study conducted by the University of Edinburgh on behalf of Sail Training
International
Dr P Allison
Dr K McCulloch
Dr P McLaughlin
Dr V Edwards
Prof. Lyn Tett

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Foreword

This independent study into the value and effectiveness of sail training was commissioned by Sail Training International and its member national organisations around the world. It was conducted by the University of Edinburgh.

Commissioning the study was in some respects an act of faith. It was based on a conviction that the wealth of anecdotal evidence available to us from sail training operators around the world, and the few formal studies conducted, would be validated by much more comprehensive global research.

The principal findings

In a sentence, the study shows that sail training does what it claims to do. Perhaps the four most important findings are:

- Young trainees who participate in off-shore sail training programmes show measurable improvements in social confidence and their ability to work with others ... and the benefits are sustained over time after the voyage experience.
- The most common reasons for young people wanting to participate in a sail training voyage are the anticipation of adventure, making new friends, seeing new places and conquering their fear of heights ... with seasickness, a fear of heights, and a concern about being among strangers in a confined space the main anxieties.
- The positive value of the sail training experience transcends national and cultural boundaries and is not much influenced by the size or rig of the vessel.
- The most effective sail training experience in developing social confidence and teamwork skills is delivered by vessel operators who offer well structured educational programmes ... the more emphasis there is on defined and purposeful activity relating to these goals, the more successful the programme is in those terms.

About the study

We selected the University of Edinburgh for this project following an evaluation of proposals from a number of institutions in North America, Europe and Australasia. We were particularly attracted by their international reputation for research on education in non-formal settings including the outdoors, and the method they proposed to use.

Fieldwork for the study was conducted in the middle months of 2006 with follow-up interviews towards the end of the year and early 2007. The participating vessels were selected by the University of Edinburgh. The study involved observations and interviews with more than 300 young trainees (aged 15-25) on 34 voyages of 5-15 days duration on 17 sail training vessels of different sizes and rigs from 13 countries around the world. Observations and interviews were conducted before, during and up to six months after the voyage. Field work was conducted by 'indigenous researchers' from each of the participating countries following an intensive training programme organised by the University of Edinburgh. Analysis of more than 1,000 field-work reports was conducted by five of the University's Moray House School of Education faculty.

Thanks

Our thanks go to those who participated in the study, to the University of Edinburgh and particularly to the team of volunteer research associates who collected most of the data.

Board of Trustees

Sail Training International

May 2007

Transmittal 4

LOS ANGELES HARBOR DEPARTMENT
GRANT AGREEMENT NO. _____

1. Parties. This Grant Agreement ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and Los Angeles Maritime Institute (LAMI), a non-profit corporation, Berth 73, Suite 2, San Pedro, CA 90731 ("Grantee"). This Agreement sets forth the terms and conditions of this Agreement and to use the grant award monies as set forth herein.

2. Grant Scope of Work. Grantee has submitted a Port of Los Angeles Community Investment Grant ("Grant") Application, which has been approved for funding by City. Grantee hereby agrees to diligently conduct, perform and carry out the programs and services as set forth in Exhibit A. Grantee shall also prominently display a plaque, banner, signage or publication announcement declaring that Grant support was provided by the Port of Los Angeles and include the Department's Port logo (in accordance with Harbor Department use guidelines). Grantee shall provide to City any Grant event member/attendee information as practicable. The Grant program and services in Exhibit A and the additional activities set forth in this paragraph 2 shall comprise the "Grant Scope of Work."

All events will be subject to a post-execution audit and a site visit.

3. Term. This Agreement shall be effective from the date it is executed on behalf of both parties and shall continue in effect for a period of two years from its effective date. This Grant is made with the understanding that City has no obligation to provide additional grants or support to Grantee.

4. Termination Due to Non-Appropriation of Funds. This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The City, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Grantee is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Grantee is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Grantee agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Grantee is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Grant Award and Payment.

(a) Subject to the limitations set forth below, pursuant to Section 5.47 of Chapter 4, Article 1 of the City's Administrative Code which authorizes advance funding for services performed through grants, City agrees to pay and Recipient agrees to accept for performance of the Grant Scope of Work, a Grant in the

total amount not to exceed five hundred and eighty thousand dollars (\$580,000). Grantee shall use the Grant funds solely for the purpose of the Grant Scope of Work.

(b) Grantee's receipt of payment is subject to its prior submittal and the Director of Community Relations' written approval of deliverables set forth in the Grant Scope of Work, if further detailed deliverables are required by the Director of Community Relations beyond that set forth in the Grant Scope of.

(c) Upon approval of the deliverables by the Director of Community Relations, Grantee shall submit an itemized statement setting forth the amount due for the applicable phase or task of the Grant Scope of Work. Each such statement shall be signed by the Grantee and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received.

Grantee's Signature

(d) Grantee must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Paragraph 12 of this Agreement. No statement will be processed for payment by City without this number shown thereon. All statements shall be approved by the Executive Director or his/her designee prior to payment. All statements due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Grantee shall submit appropriate supporting documents with each invoice. Such documents may include without limitation, receipts, copies of promotional materials, or reports confirming tasks and activities performed. The City may require, and Grantee shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Grantee shall submit to City a mandatory final report with the final invoice, outlining the delivered services and a copy of all materials mentioning the Port of Los Angeles/Harbor Department at the conclusion of the Grant project.

All statements are subject to audit. Grantee is not required to submit support for direct costs items of \$25 or less.

(e) For payment and processing, all statements should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
PO Box 191
San Pedro, CA 90733-0191

6. Recordkeeping and Audit Rights.

(a) Grantee shall keep and maintain full, complete and accurate books of accounts and records of the services performed, expenditures made and payments received under this Grant separately in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Grantee for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

(b) During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Grantee arising from or related to this Agreement or performance of the Grant Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Grantee, or any individual or entity acting for or on behalf of Grantee, and (c) without regard to whether such writings have previously been provided to City. Grantee shall provide City at Grantee's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Grantee's office or facilities which are engaged in the performance of the Grant Scope of Work. Grantee shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Grantee's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Indemnification and Insurance.

(a) **Indemnification.** Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Grantee undertakes and agrees to defend, indemnify and hold harmless the City 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 City, including but not limited to, costs of experts and grantees), damages or liability of any nature whatsoever, for death or injury to any person, including Grantee'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 Grantee of any tier. Rights and remedies available to the City 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.

(b) **Insurance.**

(1) **Acceptable Evidence and Approval of Insurance.** Electronic submission is the required method of submitting Grantee's insurance documents. Grantee's insurance broker or agent shall register with the City's online insurance compliance system KwikComply at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Grantee's behalf.

(2) **Policy Copies.** Upon request by City, Grantee shall furnish a copy of the binder of insurance and/or full certified policy for any insurance policy required herein. This requirement shall survive the termination or expiration of this Agreement.

(3) **Limits of Coverage.** If Grantee maintains higher limits than the minimum required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(4) **Primary Coverage.** The coverages submitted must be primary with respect to any insurance or self-insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

(5) **Modification of Coverage.** Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' written notice to Consultant.

(6) **Renewal of Policies.** At least thirty (30) days prior to the expiration of any policy, Consultant shall direct their insurance broker or agent to submit to the City's online insurance compliance system KwikComply at <http://kwikcomply.org> a renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified below. If Consultant neglects or fails to secure or maintain the insurance required below, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect the City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

(7) Notice of Cancellation. For each insurance policy described below, the Grantee shall give to the Board of Harbor Commissioners a 10-days prior notice or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, CA 90731.

(8) General Liability Insurance. Grantee shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent grantees, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Grantee's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or claim. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits 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 judgment, such retention or self-insurance is justified by the net worth of Grantee. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Grantee's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(9) Automobile Liability Insurance. Grantee shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Grantee's normal limits of liability but not less than Five Million Dollars (\$5,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(10) Workers' Compensation and Employer's Liability. Grantee 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 Grantee 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. Grantee 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 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 Grantee, or other vendor retained by Grantee.

(11) Ocean Marine Liability Insurance. Grantee shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with Grantee's operations. The cost of the insurance shall be borne by Grantee. The coverage shall be written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, illness, death, loss of

or damage to the property of another, and Jones Act risks or equivalent thereto internationally.

(iii) Ship repairer's legal liability to cover loss, damage or expenses to any property temporarily in the Grantee's care, custody or control.

Coverage shall contain defense of suits provision and a severability of interest clause. Each policy shall also contain an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(12) **Accident Reports.** Grantee shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Grantee's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Grantee, its officers or managing agents.

8. **Affirmative Action.** Grantee 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 provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated herein and made a part hereof.

9. **Independent Grantee.** Grantee, in the performance of the work required by this Agreement, is an independent grantee and not an agent or employee of City. Grantee shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

10. **Conflict of Interest.** It is hereby 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 California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

11. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such state. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

12. **Business Tax Registration Certificate.** The Grantee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.09 et seq. of the Los Angeles Municipal Code). The Grantee shall maintain, obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

13. Taxpayer Identification Number (TIN). Grantee declares that its authorized Taxpayer Identification Number (TIN) is _____. No payments will be made under this Agreement without a valid TIN.

14. Wage and Earnings Assignment Orders/Notices of Assignments. The Grantee is obligated to fully comply with all applicable state and federal employment reporting requirements for the Grantee's employees. The Grantee shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Grantee shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code §§ 5230 et seq. The Grantee shall maintain such compliance throughout the term of the Agreement.

15. Equal Benefits Policy. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005 agreeing to adopt the provisions of Los Angeles City Ordinance 172,908 as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Grantee shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Grantee and pursue any and all other legal remedies that may be available.

16. State Tidelands Grants. This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times 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, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Grantee agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

17. No Assignment. This Agreement and the Grant awarded hereunder is not assignable by Grantee to any other person or entity. Any attempt to assign the performance of this Agreement or Grant funds shall be null and void and shall constitute a material breach of this Agreement.

18. Remedies. In the event that Grantee fails to perform the Grant Scope of Work and/or City determines in its sole discretion that Grantee has received Grant funds without performance of the Grant Scope of Work or has otherwise breached this Agreement, City may refuse to make Grant payments to Grantee and/or require Grantee to return or repay to City, any Grant funds received that are unearned by Grantee's failure to perform all or any portion of the Grant Scope of Work. These remedies shall be in addition to any other remedies available under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

Dated: _____

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

LOS ANGELES MARITIME INSTITUTE,
a non-profit corporation

Dated: 11/14/2023

By _____
Type Name: 13 RUCF HEYMAN
Type Title: EXECUTIVE DIRECTOR

By _____
Type Name: Byung Kim
Type Title: CFO

APPROVED AS TO FORM AND LEGALITY
November 16, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By _____
Helen Sok, Deputy/Assistant

Account #	52031	W.O. #	
Ctr/Div #	0220	Job Fac. #	
Proj/Prog #	000		
Budget FY.		Amount	
	2023-24		\$290,000
	2024-25		\$290,000
	TOTAL		\$580,000

For Acct/Budget Div. Use Only

Verified by _____ Digitally signed by Catherine DeLeon
Date: 2023.11.09 15:46:43 -0800

Verified Funds Available _____ Digitally signed by Helen Sok
Date: 2023.11.09 16:23:24 -0800

Date Approved: 11/9/23

Rev. 11/08/23

EXHIBIT A – GRANT SCOPE OF WORK

The Grant Program activities and deliverables set forth below, together with the required actions in Section 2 of this Grant Agreement, comprise the Grant Scope of Work.

Grantee shall perform the following for “TopSail Youth Program” during the period of July 1, 2023 to June 30, 2024 and July 1, 2024 to June 30, 2025:

1. Conduct a TopSail Youth Program targeting at-risk youth in underserved communities providing both character building and STEM (science, technology, engineering, math) educational augmentation. This program is carried out through hands-on sailing experiences for the youth.
2. Provide for a minimum of 100 LAMI TopSail Youth Programs.
3. Maximize the number of students who participate in each sailing day as to leverage the Port's grant to the fullest extent.
4. Outreach to a wide number of schools and youth organizations so as to reach a wide number of new participant youth.
5. Provide bi-annual reports on outreach efforts, names of organizations, number of sail days and students served, and new programs/collaborations.
6. Due to the COVID-19 pandemic, all elements of this program must take place in accordance with federal, state, City and/or local guidelines.
7. Any variance from the agreed upon schools shall be approved in advance by the Port's Director of Community Relations.

Grantee shall recognize the support of the Port of Los Angeles by:

1. Including the Port of Los Angeles logo on the LAMI website, blog and other pertinent marketing materials.
2. Highlighting the contributions of the Port in at least one LAMI newsletter per year of the grant agreement.
3. Hanging an acknowledgement banner at the dock area near the entrance to the berthing location of the Tall Ships.
4. Work with the Port's Director of Community Relations to find new ways of incorporating LAMI participation along the LA Waterfront.

**9. RESOLUTION NO. _____ - AWARD AND
APPROVAL OF CONSTRUCTION CONTRACT.
CONTRACTOR: SKANSKA USA CIVIL WEST
CALIFORNIA DISTRICT INC. STATE ROUTE 47(SR-
47)/VINCENT THOMAS BRIDGE AND FRONT
STREET/HARBOR BOULEVARD INTERCHANGE
RECONFIGURATION. SPECIFICATION NO. 2816**



THE PORT
OF LOS ANGELES
Executive Director's
Report to the

Board of Harbor Commissioners

DATE: NOVEMBER 15, 2023

FROM: CONSTRUCTION

**SUBJECT: RESOLUTION NO. _____ -
AWARD AND APPROVAL OF CONSTRUCTION CONTRACT
CONTRACTOR: SKANSKA USA CIVIL WEST CALIFORNIA
DISTRICT INC.
STATE ROUTE 47(SR-47)/VINCENT THOMAS BRIDGE AND
FRONT STREET/HARBOR BOULEVARD INTERCHANGE
RECONFIGURATION
SPECIFICATION NO. 2816**

SUMMARY:

Staff requests approval of an award of a contract (Contract) to Skanska USA Civil West California District Inc. (Skanska) to construct the State Route 47 (SR-47)/Vincent Thomas Bridge (VTB) and Front Street/Harbor Boulevard Interchange Reconfiguration project (Project). The Project will modify the existing on and off ramps of the SR-47/VTB and Front Street/Harbor Boulevard interchange to improve safety, access, and efficient operation in and around the Port of Los Angeles complex. The lowest responsive and responsible bidder is Skanska, located at 1995 Agua Mansa Road, Riverside California. The Contract amount of \$90,988,550, plus a 10% contingency, is \$100,087,405, and the Contract duration is 990 calendar days. Certain expenses up to \$65,783,000, incurred under the proposed Contract are eligible for reimbursement under the following grants: the California Senate Bill 1 Trade Corridor Enhancement Program; the United States Department of Transportation Maritime Administration; and the Los Angeles County Metropolitan Transit Authority. Payment of expenses incurred under the proposed Contract will be the financial responsibility of the City of Los Angeles Harbor Department (Harbor Department).

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action has been previously evaluated pursuant to the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(i) of the Los Angeles City CEQA Guidelines;

DATE: NOVEMBER 15, 2023

PAGE 2 OF 8

**SUBJECT: AWARD AND APPROVAL OF CONSTRUCTION CONTRACT
CONTRACTOR: SKANSKA
STATE ROUTE 47(SR-47)/VTB AND FRONT STREET/HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION
SPECIFICATION NO. 2816**

2. Find that, in accordance with the Los Angeles City Charter Section 1022, work under the subject Contract can be performed more feasibly by an independent contractor rather than by City employees;
3. Award and approve Specification No. 2816 for Item Nos. 1 through 55 of the Bid Proposal Line Items to Skanska for a total amount of \$100,087,405 including a 10% contingency, and a total term of 990 calendar days;
4. Authorize the Executive Director to execute and the Board Secretary to attest to this Contract for and on behalf of the Board;
5. Delegate and authorize the Executive Director to adjust the final bid quantities and accept the construction Contract upon its completion in accordance with City Charter Section 655 (g); and
6. Adopt Resolution No. _____.

DISCUSSION:

Project Background and Description – The Project is located within the boundaries of Knoll Drive to the north, Swinford Street to the south, Front Street to the east and the I-110/SR-47 Freeway interchange to the west as shown in the site map (Transmittal 1). The Project will modify the existing on and off ramps of the SR-47/VTB and Front Street/Harbor Boulevard interchange to improve safety, access, and efficient operation in and around the Port of Los Angeles complex.

Currently, southbound SR-47 traffic, and southbound Interstate 110 (I-110) traffic destined for the West Basin and San Pedro Waterfront areas exit at Harbor Boulevard. Significant non-standard weaving conditions exist as traffic travels through the Harbor Boulevard off-ramp. Non-standard merging also exists on the northbound SR-47 on-ramp from Harbor Boulevard as traffic approaches the VTB. Vehicles routinely back up onto both off-ramps during peak periods as a result of the two freeways (I-110 & SR-47) terminating at the same point. With the projected future growth and the development of the Waterfront, the Harbor Department anticipates that traffic congestion will increase and greatly reduce the operational efficiency of the interchange.

DATE: NOVEMBER 15, 2023

PAGE 3 OF 8

**SUBJECT: AWARD AND APPROVAL OF CONSTRUCTION CONTRACT
CONTRACTOR: SKANSKA
STATE ROUTE 47(SR-47)/VTB AND FRONT STREET/HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION
SPECIFICATION NO. 2816**

To mitigate this operational deficiency, the Project will relocate the existing southbound SR-47 off-ramp north of the VTB at Front Street and Knoll Drive. Relocating the off-ramp to the north will separate traffic travelling from both freeways into two different exits (Harbor Boulevard/Swinford Street and Front Street/Knoll Drive), allowing for efficient movement of vehicles through the interchange that are destined for the cruise terminal, Waterfront Development, and other recreational facilities. The Project will reduce delays, potential for crashes/non-recurrent congestion and emissions.

The improvements include replacement of existing southbound (SB) off-ramp from the VTB with a new off-ramp, realignment of the existing northbound (NB) on-ramp onto the SR-47 and I-110 connector, modification of the SB off-ramp onto Harbor Boulevard, and modification of the NB on-ramp onto VTB toward Terminal Island. Work also includes removal of abandoned railroad, settlement mitigation along new NB SR-47 on and off ramps (including temporary and permanent site drainage, specialty retaining walls and utility relocations), realignment of Knoll Drive to facilitate the new on and off ramp construction, widening the west side of Front Street (includes paving, fencing, sidewalk, landscape and irrigation, drainage, street lighting, traffic signal modifications, and bike lanes where feasible).

The Project has received the following grant funding: \$13,383,000 from the California Senate Bill 1 Trade Corridor Enhancement Program; \$9,880,000 from the United States Department of Transportation Maritime Administration; and \$37,395,000 from the Los Angeles County Metropolitan Transit Authority (LACMTA), with an additional \$5,125,000 to be executed via Amendment No. 3. These funds can be utilized for certain Contract expenses totaling up to \$65,783,000.

Previous Board Actions (Grant Funding) – The Harbor Department executed the following agreements with the state and federal agencies to receive funding for the Construction Phase of the Project.

On April 15, 2021, the Board approved the Trade Corridor Enhancement Program (TCEP) Baseline Agreement between the Harbor Department and the California Transportation Commission to receive \$13,383,000 in Senate Bill 1 TCEP funds and authorized the Environmental Management Division to file the Notice of Determination for the Project.

DATE: NOVEMBER 15, 2023

PAGE 4 OF 8

**SUBJECT: AWARD AND APPROVAL OF CONSTRUCTION CONTRACT
CONTRACTOR: SKANSKA
STATE ROUTE 47(SR-47)/VTB AND FRONT STREET/HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION
SPECIFICATION NO. 2816**

On June 23, 2022, the Board approved Amendment No. 2 to the Grant Funding Agreement No. 920000000MR312.32 (Harbor Agreement No. 22-9870), between the Harbor Department and the LACTMA, to receive \$37,395,000 in Measure R funds for construction of the project.

On March 30, 2023, the Board approved the Port Infrastructure Development Program (PIDP) Grant Funding Agreement between the Harbor Department and the United States Department of Transportation Maritime Administration to receive \$9,880,000 in PIDP funds for construction of the Project.

Previous Board Actions (Cooperative Agreements) – Since the improvements to the interchange fall within the California Department of Transportation (Caltrans) jurisdiction, the Harbor Department and Caltrans executed the Cooperative Agreements and Amendments listed below to define the roles and responsibilities of each agency during each stage of the project life cycle.

On November 17, 2015, the Board approved Cooperative Agreement 07-5049 between the Harbor Department and California Department of Transportation (Caltrans) in the amount of \$150,000, to develop the Project Study Report for the Project.

On June 15, 2017, the Board approved Cooperative Agreement No. 07-5120 between the Harbor Department and Caltrans to develop the Project Approval and Environmental Document (PA&ED) for the Project.

On November 1, 2018, the Board approved Cooperative Agreement No. 07-5164 between the Harbor Department and Caltrans to develop Plans, Specifications, and Estimates (PS&E) for the Project.

On May 16, 2019, the Board approved Amendment No.1 to Cooperative Agreement No. 07-5164 between the Harbor Department and Caltrans to correct the name of the Environmental Document from a Categorical Exemption to a Negative Declaration/Finding of No Significant Impact.

DATE: NOVEMBER 15, 2023

PAGE 5 OF 8

**SUBJECT: AWARD AND APPROVAL OF CONSTRUCTION CONTRACT
CONTRACTOR: SKANSKA
STATE ROUTE 47(SR-47)/VTB AND FRONT STREET/HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION
SPECIFICATION NO. 2816**

On July 14, 2022, the Board approved Caltrans Cooperative Agreement No. 07-5257 (Harbor Agreement No. 22-9872) between the Harbor Department and Caltrans which defines the roles and responsibilities of each agency during construction of the Project.

On August 10, 2023, the Board approved Amendment No. 1 to Caltrans Cooperative Agreement No. 07-5257 (Harbor Agreement No. 22-9872-A) between the Harbor Department and Caltrans to replace the Funding Agreement Summary No. 1 with Funding Summary No. 2 to reflect the latest grant amounts and overall project construction cost total.

Construction Award Process – City of Los Angeles Charter Section 371 (a) – Competitive Bidding sets forth the procedure staff follow to award the Contract. For construction contracts such as this one, the Harbor Department publishes the Notice Inviting Bids in daily newspapers and trade publications circulated in the City of Los Angeles, as well as on the Port of Los Angeles website and in Regional Alliance Marketplace for Procurement (RAMP). The Harbor Department also conducts a pre-bid conference to answer questions related to the construction contract.

Bidders submit bids through the Port's Construction Division Business Opportunity Network (CDBON) System. The opportunity to submit bids closes once a predetermined time is reached. After bid closing, bid documents, Disadvantaged Business Enterprise (DBE) participation, and other required documents are reviewed for compliance with Harbor Department requirements. Once all information is verified, and if the lowest bidder is deemed responsive, a recommendation for award of the construction contract is made. If the apparent low bidder is found non-responsive, the next lowest bidder is reviewed.

In conformance with the City Charter section for competitive bidding, as stated above, on July 13, 2023, the Notice of Inviting Bids for Specification No. 2816 was advertised on the Harbor Department website, in RAMP, and in the Los Angeles Times, Chinese Daily News, LA Watts Times, Dodge Construction "Green Sheet" and the Metropolitan News Company to reach out to as many potential bidders as possible. A pre-bid meeting was held on August 2, 2023.

Bid Results – As authorized by the Executive Director on June 8, 2023, the Chief Harbor Engineer received 5 bids for the Contract on October 24, 2023. Skanska was declared the apparent lowest bidder with a bid of \$90,988,550. Staff completed the evaluation of the bids and determined Skanska to be the lowest responsive and responsible bidder.

DATE: NOVEMBER 15, 2023

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**SUBJECT: AWARD AND APPROVAL OF CONSTRUCTION CONTRACT
CONTRACTOR: SKANSKA
STATE ROUTE 47(SR-47)/VTB AND FRONT STREET/HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION
SPECIFICATION NO. 2816**

The analysis of bid results with the companies and their respective bid amounts are included in Transmittal 2. Skanska submitted the documents required in Section 00012.09 within the time specified in the Specification. Construction staff has verified Skanska's state license. Skanska has certified compliance with Section 10.8.4 - Affirmative Action Program Provisions of Ordinance No. 143429.

Projects that receive federal funding are subject to federal Disadvantaged Business Enterprise (DBE) requirements. Therefore, the Small Business Enterprise and Very Small Business Enterprise program was replaced with the DBE program. As defined in the Specification, a DBE is a small business, pursuant to Section 3 of the Small Business Act and relevant regulations, which is majority owned and operated by one or more socially and economically disadvantaged individuals. Those individuals who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Subcontinent Asian Americans, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act are categorized as socially and economically disadvantaged individuals. The DBE program is administered by Caltrans on behalf of the federal government and the Department will be responsible to verify compliance with the federal regulations and documentation requirements of Caltrans' DBE program. The DBE participation goal for the project is 23%. Skanska's proposed participation level is 23.20% (Transmittal 3).

The Contract is subject to the terms of Project Labor Agreement No. 17-3526, as approved by the Board on September 7, 2017, and the Los Angeles City Council on December 5, 2017. Local hire is not allowed as a provision of the federal funding for this project; therefore, a Letter of Understanding, signed by both the Harbor Department and the Los Angeles/Orange Counties Building and Construction Trades Council, waives the local hire requirement for this Project and has been included in Appendix "A" of the Specification. This Contract is also consistent with the State of California Prevailing Wage provisions and minimum wage requirements per the Davis-Bacon Act provisions for Federal-aid construction projects.

The contingency amount of 10% is necessary to address unforeseen requirements and conditions that may be encountered that are beyond the work included in the contract bid items. Unforeseen conditions include, but are not limited to, differing site conditions and unforeseen scope changes.

DATE: NOVEMBER 15, 2023

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**SUBJECT: AWARD AND APPROVAL OF CONSTRUCTION CONTRACT
CONTRACTOR: SKANSKA
STATE ROUTE 47(SR-47)/VTB AND FRONT STREET/HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION
SPECIFICATION NO. 2816**

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of an award of the Contract to Skanska to construct the State Route 47/VTB & Front Street/Harbor Boulevard Interchange Reconfiguration project (Project). The SR-47 Project was assessed in a Final Negative Declaration prepared by Caltrans for the State Route 47/VTB and Front Street/Harbor Boulevard Interchange Reconfiguration Project (SCH #2018101003), which was considered by the Board on April 15, 2021. As such, the Director of Environmental Management has determined that the proposed action has been previously evaluated pursuant to the requirements of CEQA in accordance with Article II Section 2(i) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Contract will authorize expenditures of up to \$100,087,405 for the construction of the Project. Funds in the amount of \$10,000,000 are budgeted for the Fiscal Year (FY) 2023-2024 in Account No. 54510 (Capital Construction Services), Center No. 1172, and Program No. 000. Funds are anticipated to be expended as follows:

FY 2023-2024	\$ 10,000,000
FY 2024-2025	\$ 41,000,000
FY 2025-2026	\$ 41,000,000
FY 2026-2027	\$ 8,087,405
TOTAL	\$100,087,405

Future fiscal year funding will be requested as part of the annual budget process, subject to Board approval. While the Harbor Department will be responsible for funding the proposed Contract amount of \$100,087,405, the Harbor Department has also been awarded \$65,783,000 in grant funds to offset Project costs. Net of grant receipts, staff anticipates the Harbor Department will be ultimately responsible for \$34,304,405 in Project costs.

Although Skanska is not obligated to perform any work under the Contract in any fiscal year in which no appropriation for the Contract has been made, Skanska agrees to resume performance of the work required by the Contract on the same terms and conditions for a period of 60 days after the end of the fiscal year if an appropriation therefore is approved

DATE: NOVEMBER 15, 2023

PAGE 8 OF 8

SUBJECT: AWARD AND APPROVAL OF CONSTRUCTION CONTRACT
CONTRACTOR: SKANSKA
STATE ROUTE 47(SR-47)/VTB AND FRONT STREET/HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION
SPECIFICATION NO. 2816

within that 60-day period. Skanska is responsible for maintaining all insurance and bonds during this 60-day period. The time for performance shall be extended during this period until the appropriation is made; however, such an extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated for work required by the Contract, the Contract shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

CITY ATTORNEY:

The Office of the City Attorney reviewed and approved Specification No. 2816 as to form and legality on March 24, 2023.

TRANSMITTALS:

1. Site Map
2. Analysis of Bids
3. Contractor and Subcontractor List

FIS Approval: MB

CA Approval: SO



Shaun Shahrestani
2023.11.15 08:34:10
-08'00'

SHAUN SHAHRESTANI
Chief Harbor Engineer

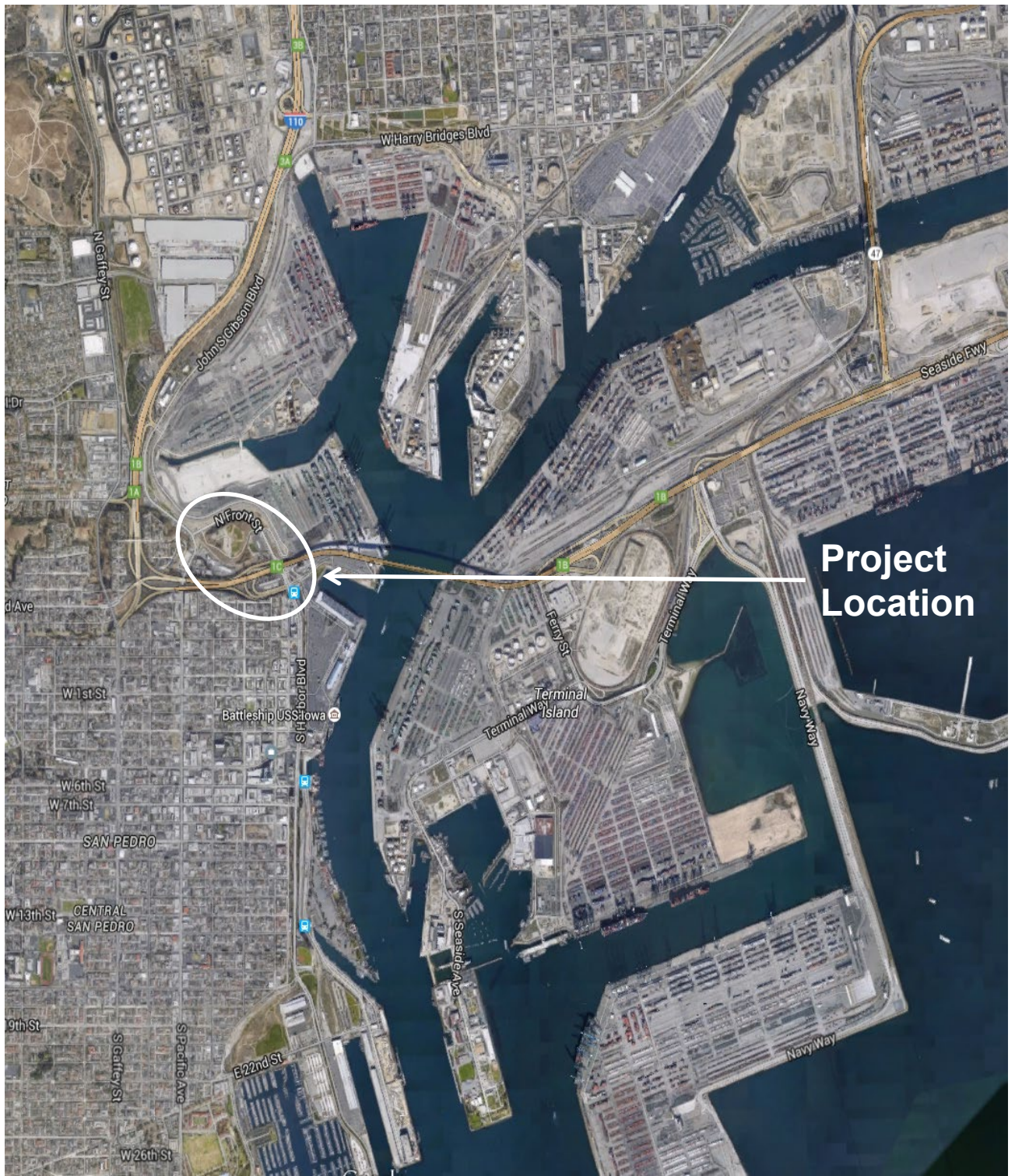
Dina Aryan-Zahlan
DINA ARYAN-ZAHLAN, P.E.
Deputy Executive Director

APPROVED:

Marla Bleavins For
EUGENE D. SEROKA
Executive Director

Author: L. Walsh
S2816B01 - File No. 11.18

Transmittal 1



Project Location

SCALE AS SHOWN	RECOMMENDED FOR APPROVAL	<p>State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration</p> <p>VICINITY MAP</p>	
DRAWN:	CHIEF OF DESIGN		
CHECKED:		<p>PORT OF LOS ANGELES CONSTRUCTION DIVISION P.O. BOX 151 SAN PEDRO, CA 90733-0151</p>	<p>SPEC NO. 2816</p>
DESIGNED:			
ENGR/ARCH	ASSISTANT HARBOR CHIEF ENGINEER		
		CHIEF HARBOR ENGINEER	

304/488

TRANSMITTAL 1

Transmittal 2

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

ENGINEERING ESTIMATE: \$84,462,405.00
 ADVERTISED DATE: JULY 13, 2023
 BID OPENING DATE: OCTOBER 24, 2023

Main Bid
 1

	GRAND TOTAL ITEM 1-55	ITEM 1	
	Bid Description Unit of Measure Approximate Quantity	Lump Sum Construction (Drawing No. 1-	
		Lump Sum	
		1	
		Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 84,462,405.00	\$ 19,500,000.00	\$ 19,500,000.00
1. SKANSKA	\$ 90,988,550.00	\$ 17,000,000.00	\$ 17,000,000.00
2. GRIFFITH COMPANY	\$ 93,683,438.00	\$ 31,800,000.00	\$ 31,800,000.00
3. WALSH CONSTRUCTION CO.	\$ 97,038,929.00	\$ 26,789,828.00	\$ 26,789,828.00
4. OHL USA, INC.	\$ 98,851,710.00	\$ 12,600,000.00	\$ 12,600,000.00
5. GRANITE CONSTRUCTION CO.	\$ 103,243,150.00	\$ 20,823,575.44	\$ 20,823,575.44
1) AVERAGE BID	\$94,711,363.67	\$ 21,418,900.57	\$ 21,418,900.57
2) STANDARD DEVIATION	\$ 5,990,388.59	\$ 6,297,491.14	\$ 6,297,491.14
3) ENG. EST. - LOW BIDDER	\$ (6,526,145.00)	\$ 2,500,000.00	\$ 2,500,000.00

TRANSMITTAL 2

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 2		Main Bid 3	
	ITEM 2		ITEM 3	
	Lump Sum Construction (B-Permit No. BR		Qualified Precipitation Event Sampling and	
	Lump Sum		Sampled Ra	
	1		60	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 860,000.00	\$ 860,000.00	\$ 1,200.00	\$ 72,000.00
1. SKANSKA	\$ 600,000.00	\$ 600,000.00	\$ 3,000.00	\$ 180,000.00
2. GRIFFITH COMPANY	\$ 525,000.00	\$ 525,000.00	\$ 300.00	\$ 18,000.00
3, WALSH CONSTRUCTION CO.	\$ 500,000.00	\$ 500,000.00	\$ 227.00	\$ 13,620.00
4. OHL USA, INC.	\$ 2,000,000.00	\$ 2,000,000.00	\$ 550.00	\$ 33,000.00
5. GRANITE CONSTRUCTION CO.	\$ 1,100,000.00	\$ 1,100,000.00	\$ 100.00	\$ 6,000.00
1) AVERAGE BID	\$ 930,833.33	\$ 930,833.33	\$ 896.17	\$ 53,770.00
2) STANDARD DEVIATION	\$ 522,258.05	\$ 522,258.05	\$ 1,006.26	\$ 60,375.53
3) ENG. EST. - LOW BIDDER	\$ 260,000.00	\$ 260,000.00	\$ (1,800.00)	\$ (108,000.00)

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 4		Main Bid 5	
	ITEM 4		ITEM 5	
	Photographic Documentation: For furnishing		Stormwater Pollution Prevention Plan	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 150,000.00	\$ 150,000.00	\$ 410,000.00	\$ 410,000.00
1. SKANSKA	\$ 300,000.00	\$ 300,000.00	\$ 225,000.00	\$ 225,000.00
2. GRIFFITH COMPANY	\$ 200,000.00	\$ 200,000.00	\$ 70,000.00	\$ 70,000.00
3. WALSH CONSTRUCTION CO.	\$ 221,000.00	\$ 221,000.00	\$ 2,300,000.00	\$ 2,300,000.00
4. OHL USA, INC.	\$ 144,000.00	\$ 144,000.00	\$ 900,000.00	\$ 900,000.00
5. GRANITE CONSTRUCTION CO.	\$ 200,000.00	\$ 200,000.00	\$ 1,500,000.00	\$ 1,500,000.00
1) AVERAGE BID	\$ 202,500.00	\$ 202,500.00	\$ 900,833.33	\$ 900,833.33
2) STANDARD DEVIATION	\$ 51,703.48	\$ 51,703.48	\$ 785,771.47	\$ 785,771.47
3) ENG. EST. - LOW BIDDER	\$ (150,000.00)	\$ (150,000.00)	\$ 185,000.00	\$ 185,000.00

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 6		Main Bid 7	
	ITEM 6		ITEM 7	
	Excavate, Stockpile, and Dispose of Aerially		Contractor-Furnished Import Fill Soil: For	
	Tons 37500		Cubic Yard 2000	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 225.00	\$ 8,437,500.00	\$ 50.00	\$ 100,000.00
1. SKANSKA	\$ 190.00	\$ 7,125,000.00	\$ 4.50	\$ 9,000.00
2. GRIFFITH COMPANY	\$ 157.00	\$ 5,887,500.00	\$ 23.00	\$ 46,000.00
3. WALSH CONSTRUCTION CO.	\$ 114.00	\$ 4,275,000.00	\$ 120.00	\$ 240,000.00
4. OHL USA, INC.	\$ 208.00	\$ 7,800,000.00	\$ 24.00	\$ 48,000.00
5. GRANITE CONSTRUCTION CO.	\$ 160.00	\$ 6,000,000.00	\$ 75.00	\$ 150,000.00
1) AVERAGE BID	\$ 175.67	\$ 6,587,500.00	\$ 49.42	\$ 98,833.33
2) STANDARD DEVIATION	\$ 36.70	\$ 1,376,249.43	\$ 38.73	\$ 77,451.96
3) ENG. EST. - LOW BIDDER	\$ 35.00	\$ 1,312,500.00	\$ 45.50	\$ 91,000.00

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 8		Main Bid 9	
	ITEM 8		ITEM 9	
	Department-Furnished Import Fill Soil from		Surcharge Material (Drawing No. 1-3481):	
	Cubic Yard 57000		Cubic Yard 85000	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 35.00	\$ 1,995,000.00	\$ 48.00	\$ 4,080,000.00
1. SKANSKA	\$ 15.00	\$ 855,000.00	\$ 55.00	\$ 4,675,000.00
2. GRIFFITH COMPANY	\$ 18.00	\$ 1,026,000.00	\$ 11.00	\$ 935,000.00
3. WALSH CONSTRUCTION CO.	\$ 30.00	\$ 1,710,000.00	\$ 7.70	\$ 654,500.00
4. OHL USA, INC.	\$ 17.00	\$ 969,000.00	\$ 57.00	\$ 4,845,000.00
5. GRANITE CONSTRUCTION CO.	\$ 36.00	\$ 2,052,000.00	\$ 90.00	\$ 7,650,000.00
1) AVERAGE BID	\$ 25.17	\$ 1,434,500.00	\$ 44.78	\$ 3,806,583.33
2) STANDARD DEVIATION	\$ 8.74	\$ 498,455.87	\$ 28.36	\$ 2,410,417.85
3) ENG. EST. - LOW BIDDER	\$ 20.00	\$ 1,140,000.00	\$ (7.00)	\$ (595,000.00)

CONSTRUCTION DIVISION

SPECIFICATION NO. 2816

STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./

HARBOR BLVD. INTERCHANGE RECONFIGURATION

PROJ. CONST. MGR.: AMIR ZAVICHI

Main Bid
10Main Bid
11

	ITEM 10		ITEM 11	
	Wick Drains (Drawing No. 1-3481): For		LADWP Water Line Relocation (Drawing	
	Linear Fee		Lump Sum	
	714000		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 1.75	\$ 1,249,500.00	\$ 800,000.00	\$ 800,000.00
1. SKANSKA	\$ 2.20	\$ 1,570,800.00	\$ 2,750,000.00	\$ 2,750,000.00
2. GRIFFITH COMPANY	\$ 1.33	\$ 949,620.00	\$ 2,750,000.00	\$ 2,750,000.00
3. WALSH CONSTRUCTION CO.	\$ 1.50	\$ 1,071,000.00	\$ 1,718,000.00	\$ 1,718,000.00
4. OHL USA, INC.	\$ 2.90	\$ 2,070,600.00	\$ 2,400,000.00	\$ 2,400,000.00
5. GRANITE CONSTRUCTION CO.	\$ 1.37	\$ 978,180.00	\$ 3,000,000.00	\$ 3,000,000.00
1) AVERAGE BID	\$ 1.84	\$ 1,314,950.00	\$ 2,236,333.33	\$ 2,236,333.33
2) STANDARD DEVIATION	\$ 0.56	\$ 397,312.11	\$ 760,416.92	\$ 760,416.92
3) ENG. EST. - LOW BIDDER	\$ (0.45)	\$ (321,300.00)	\$ (1,950,000.00)	\$ (1,950,000.00)

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 12		Main Bid 13	
	ITEM 12		ITEM 13	
	Sanitary Sewerage System (B-Permit No. BR		Dewatering: For furnishing transportation,	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 250,000.00	\$ 250,000.00	\$ 20,000.00	\$ 20,000.00
1. SKANSKA	\$ 85,000.00	\$ 85,000.00	\$ 445,000.00	\$ 445,000.00
2. GRIFFITH COMPANY	\$ 372,000.00	\$ 372,000.00	\$ 1,750,000.00	\$ 1,750,000.00
3. WALSH CONSTRUCTION CO.	\$ 217,000.00	\$ 217,000.00	\$ 261,000.00	\$ 261,000.00
4. OHL USA, INC.	\$ 180,000.00	\$ 180,000.00	\$ 50,000.00	\$ 50,000.00
5. GRANITE CONSTRUCTION CO.	\$ 700,000.00	\$ 700,000.00	\$ 1,700,000.00	\$ 1,700,000.00
1) AVERAGE BID	\$ 300,666.67	\$ 300,666.67	\$ 704,333.33	\$ 704,333.33
2) STANDARD DEVIATION	\$ 197,987.93	\$ 197,987.93	\$ 735,417.49	\$ 735,417.49
3) ENG. EST. - LOW BIDDER	\$ 165,000.00	\$ 165,000.00	\$ (425,000.00)	\$ (425,000.00)

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 14		Main Bid 15	
	ITEM 14		ITEM 15	
	Storm Drainage System (B-Permit No. BR		Storm Drainage System (Drawing No. 1-	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 875,000.00	\$ 875,000.00	\$ 5,100,000.00	\$ 5,100,000.00
1. SKANSKA	\$ 1,100,000.00	\$ 1,100,000.00	\$ 3,700,000.00	\$ 3,700,000.00
2. GRIFFITH COMPANY	\$ 1,265,000.00	\$ 1,265,000.00	\$ 1,450,000.00	\$ 1,450,000.00
3. WALSH CONSTRUCTION CO.	\$ 1,360,000.00	\$ 1,360,000.00	\$ 8,546,000.00	\$ 8,546,000.00
4. OHL USA, INC.	\$ 4,300,000.00	\$ 4,300,000.00	\$ 660,000.00	\$ 660,000.00
5. GRANITE CONSTRUCTION CO.	\$ 2,200,000.00	\$ 2,200,000.00	\$ 6,800,000.00	\$ 6,800,000.00
1) AVERAGE BID	\$ 1,850,000.00	\$ 1,850,000.00	\$ 4,376,000.00	\$ 4,376,000.00
2) STANDARD DEVIATION	\$ 1,170,502.03	\$ 1,170,502.03	\$ 2,787,351.19	\$ 2,787,351.19
3) ENG. EST. - LOW BIDDER	\$ (225,000.00)	\$ (225,000.00)	\$ 1,400,000.00	\$ 1,400,000.00

CONSTRUCTION DIVISION

SPECIFICATION NO. 2816

STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./

HARBOR BLVD. INTERCHANGE RECONFIGURATION

PROJ. CONST. MGR.: AMIR ZAVICHI

Main Bid
16Main Bid
17

	ITEM 16		ITEM 17	
	Electrical System (Drawing No. 1-3481, B- Lump Sum		Crushed Miscellaneous Base (B-Permit Cubic Yard	
	1		350	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 1,300,000.00	\$ 1,300,000.00	\$ 135.00	\$ 47,250.00
1. SKANSKA	\$ 1,650,000.00	\$ 1,650,000.00	\$ 530.00	\$ 185,500.00
2. GRIFFITH COMPANY	\$ 475,000.00	\$ 475,000.00	\$ 200.00	\$ 70,000.00
3. WALSH CONSTRUCTION CO.	\$ 1,996,000.00	\$ 1,996,000.00	\$ 97.00	\$ 33,950.00
4. OHL USA, INC.	\$ 1,610,000.00	\$ 1,610,000.00	\$ 87.00	\$ 30,450.00
5. GRANITE CONSTRUCTION CO.	\$ 1,400,000.00	\$ 1,400,000.00	\$ 240.00	\$ 84,000.00
1) AVERAGE BID	\$ 1,405,166.67	\$ 1,405,166.67	\$ 214.83	\$ 75,191.67
2) STANDARD DEVIATION	\$ 470,333.36	\$ 470,333.36	\$ 150.99	\$ 52,845.53
3) ENG. EST. - LOW BIDDER	\$ (350,000.00)	\$ (350,000.00)	\$ (395.00)	\$ (138,250.00)

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 18		Main Bid 19	
	ITEM 18		ITEM 19	
	Crushed Miscellaneous Base (Drawing No. 1- Cubic Yard 4500		Asphalt Concrete Paving (B-Permit No. BR Tons 2100	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 135.00	\$ 607,500.00	\$ 209.00	\$ 438,900.00
1. SKANSKA	\$ 165.00	\$ 742,500.00	\$ 190.00	\$ 399,000.00
2. GRIFFITH COMPANY	\$ 91.00	\$ 409,500.00	\$ 150.00	\$ 315,000.00
3. WALSH CONSTRUCTION CO.	\$ 75.00	\$ 337,500.00	\$ 141.00	\$ 296,100.00
4. OHL USA, INC.	\$ 105.00	\$ 472,500.00	\$ 208.00	\$ 436,800.00
5. GRANITE CONSTRUCTION CO.	\$ 100.00	\$ 450,000.00	\$ 180.00	\$ 378,000.00
1) AVERAGE BID	\$ 111.83	\$ 503,250.00	\$ 179.67	\$ 377,300.00
2) STANDARD DEVIATION	\$ 29.84	\$ 134,258.38	\$ 26.28	\$ 55,198.01
3) ENG. EST. - LOW BIDDER	\$ (30.00)	\$ (135,000.00)	\$ 19.00	\$ 39,900.00

CONSTRUCTION DIVISION
SPECIFICATION NO. 2816
 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 20		Main Bid 21	
	ITEM 20		ITEM 21	
	Asphalt Concrete Paving (Drawing No. 1-		Worksite Traffic Control (B-Permit No. BR	
	Tons		Lump Sum	
	11000		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 209.00	\$ 2,299,000.00	\$ 290,000.00	\$ 290,000.00
1. SKANSKA	\$ 180.00	\$ 1,980,000.00	\$ 45,000.00	\$ 45,000.00
2. GRIFFITH COMPANY	\$ 117.00	\$ 1,287,000.00	\$ 625,000.00	\$ 625,000.00
3. WALSH CONSTRUCTION CO.	\$ 141.00	\$ 1,551,000.00	\$ 750,000.00	\$ 750,000.00
4. OHL USA, INC.	\$ 208.00	\$ 2,288,000.00	\$ 3,800,000.00	\$ 3,800,000.00
5. GRANITE CONSTRUCTION CO.	\$ 162.00	\$ 1,782,000.00	\$ 800,000.00	\$ 800,000.00
1) AVERAGE BID	\$ 169.50	\$ 1,864,500.00	\$ 1,051,666.67	\$ 1,051,666.67
2) STANDARD DEVIATION	\$ 33.61	\$ 369,702.02	\$ 1,257,194.85	\$ 1,257,194.85
3) ENG. EST. - LOW BIDDER	\$ 29.00	\$ 319,000.00	\$ 245,000.00	\$ 245,000.00

CONSTRUCTION DIVISION
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 STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./
 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 22		Main Bid 23	
	ITEM 22		ITEM 23	
	Worksite Traffic Control (B-Permit No. BR		Traffic Signal and Street Lighting (B-Permit	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 1,960,000.00	\$ 1,960,000.00	\$ 550,000.00	\$ 550,000.00
1. SKANSKA	\$ 800,000.00	\$ 800,000.00	\$ 1,300,000.00	\$ 1,300,000.00
2. GRIFFITH COMPANY	\$ 2,650,000.00	\$ 2,650,000.00	\$ 1,100,000.00	\$ 1,100,000.00
3. WALSH CONSTRUCTION CO.	\$ 500,000.00	\$ 500,000.00	\$ 1,610,000.00	\$ 1,610,000.00
4. OHL USA, INC.	\$ 470,000.00	\$ 470,000.00	\$ 1,440,000.00	\$ 1,440,000.00
5. GRANITE CONSTRUCTION CO.	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,100,000.00	\$ 1,100,000.00
1) AVERAGE BID	\$ 1,396,666.67	\$ 1,396,666.67	\$ 1,183,333.33	\$ 1,183,333.33
2) STANDARD DEVIATION	\$ 843,695.57	\$ 843,695.57	\$ 335,790.94	\$ 335,790.94
3) ENG. EST. - LOW BIDDER	\$ 1,160,000.00	\$ 1,160,000.00	\$ (750,000.00)	\$ (750,000.00)

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 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 24		Main Bid 25	
	ITEM 24		ITEM 25	
	Traffic Signal and Street Lighting (B-Permit		Signage (B-Permit No. BR 600523 STA 0+00	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 3,550,000.00	\$ 3,550,000.00	\$ 9,000.00	\$ 9,000.00
1. SKANSKA	\$ 4,950,000.00	\$ 4,950,000.00	\$ 165,000.00	\$ 165,000.00
2. GRIFFITH COMPANY	\$ 83,000.00	\$ 83,000.00	\$ 300,000.00	\$ 300,000.00
3. WALSH CONSTRUCTION CO.	\$ 9,126,000.00	\$ 9,126,000.00	\$ 17,000.00	\$ 17,000.00
4. OHL USA, INC.	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00
5. GRANITE CONSTRUCTION CO.	\$ 4,100,000.00	\$ 4,100,000.00	\$ 375,000.00	\$ 375,000.00
1) AVERAGE BID	\$ 3,654,500.00	\$ 3,654,500.00	\$ 164,000.00	\$ 164,000.00
2) STANDARD DEVIATION	\$ 3,084,570.95	\$ 3,084,570.95	\$ 135,872.49	\$ 135,872.49
3) ENG. EST. - LOW BIDDER	\$ (1,400,000.00)	\$ (1,400,000.00)	\$ (156,000.00)	\$ (156,000.00)

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 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 26		Main Bid 27	
	ITEM 26		ITEM 27	
	Signage (B-Permit No. BR 600523 STA		Striping (B-Permit No. BR 600523 STA 0+00	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 6,000.00	\$ 6,000.00	\$ 21,000.00	\$ 21,000.00
1. SKANSKA	\$ 110,000.00	\$ 110,000.00	\$ 18,800.00	\$ 18,800.00
2. GRIFFITH COMPANY	\$ 3,300,000.00	\$ 3,300,000.00	\$ 150,000.00	\$ 150,000.00
3. WALSH CONSTRUCTION CO.	\$ 53,000.00	\$ 53,000.00	\$ 284,000.00	\$ 284,000.00
4. OHL USA, INC.	\$ 5,580,000.00	\$ 5,580,000.00	\$ 118,000.00	\$ 118,000.00
5. GRANITE CONSTRUCTION CO.	\$ 375,000.00	\$ 375,000.00	\$ 280,000.00	\$ 280,000.00
1) AVERAGE BID	\$ 1,570,666.67	\$ 1,570,666.67	\$ 145,300.00	\$ 145,300.00
2) STANDARD DEVIATION	\$ 2,136,196.28	\$ 2,136,196.28	\$ 107,704.77	\$ 107,704.77
3) ENG. EST. - LOW BIDDER	\$ (104,000.00)	\$ (104,000.00)	\$ 2,200.00	\$ 2,200.00

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STATE ROUTE 47/VINCENT THOMAS BRIDGE FRONT ST./

HARBOR BLVD. INTERCHANGE RECONFIGURATION

PROJ. CONST. MGR.: AMIR ZAVICHI

Main Bid
28Main Bid
29

	ITEM 28		ITEM 29	
	Striping (B-Permit No. BR 600523 STA 10+45)		Ramp Metering and Traffic Monitoring	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 82,000.00	\$ 82,000.00	\$ 440,000.00	\$ 440,000.00
1. SKANSKA	\$ 145,650.00	\$ 145,650.00	\$ 2,675,000.00	\$ 2,675,000.00
2. GRIFFITH COMPANY	\$ 450,000.00	\$ 450,000.00	\$ 1,750,000.00	\$ 1,750,000.00
3. WALSH CONSTRUCTION CO.	\$ 430,000.00	\$ 430,000.00	\$ 875,000.00	\$ 875,000.00
4. OHL USA, INC.	\$ 235,000.00	\$ 235,000.00	\$ 2,282,000.00	\$ 2,282,000.00
5. GRANITE CONSTRUCTION CO.	\$ 425,000.00	\$ 425,000.00	\$ 2,100,000.00	\$ 2,100,000.00
1) AVERAGE BID	\$ 294,608.33	\$ 294,608.33	\$ 1,687,000.00	\$ 1,687,000.00
2) STANDARD DEVIATION	\$ 147,435.58	\$ 147,435.58	\$ 787,301.30	\$ 787,301.30
3) ENG. EST. - LOW BIDDER	\$ (63,650.00)	\$ (63,650.00)	\$ (2,235,000.00)	\$ (2,235,000.00)

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 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 30		Main Bid 31	
	ITEM 30		ITEM 31	
	Rubberized Hot Mix Asphalt (Gap Graded)		Hot Mix Asphalt (Including Type A, C, E, and	
	Tons 4000		Tons 13500	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 135.00	\$ 540,000.00	\$ 105.00	\$ 1,417,500.00
1. SKANSKA	\$ 200.00	\$ 800,000.00	\$ 175.00	\$ 2,362,500.00
2. GRIFFITH COMPANY	\$ 187.00	\$ 748,000.00	\$ 124.00	\$ 1,674,000.00
3. WALSH CONSTRUCTION CO.	\$ 161.62	\$ 646,480.00	\$ 141.41	\$ 1,909,035.00
4. OHL USA, INC.	\$ 208.00	\$ 832,000.00	\$ 208.00	\$ 2,808,000.00
5. GRANITE CONSTRUCTION CO.	\$ 180.00	\$ 720,000.00	\$ 149.00	\$ 2,011,500.00
1) AVERAGE BID	\$ 178.60	\$ 714,413.33	\$ 150.40	\$ 2,030,422.50
2) STANDARD DEVIATION	\$ 24.44	\$ 97,763.26	\$ 33.58	\$ 453,267.07
3) ENG. EST. - LOW BIDDER	\$ (65.00)	\$ (260,000.00)	\$ (70.00)	\$ (945,000.00)

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 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 32		Main Bid 33	
	ITEM 32		ITEM 33	
	Lean Concrete Base (Project No. 6800)		Aggregate Base (Project No. 07150003041): 12900	
	Cubic Yard		Cubic Yard	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 188.00	\$ 1,278,400.00	\$ 118.00	\$ 1,522,200.00
1. SKANSKA	\$ 360.00	\$ 2,448,000.00	\$ 92.00	\$ 1,186,800.00
2. GRIFFITH COMPANY	\$ 361.00	\$ 2,454,800.00	\$ 31.00	\$ 399,900.00
3. WALSH CONSTRUCTION CO.	\$ 292.00	\$ 1,985,600.00	\$ 70.00	\$ 903,000.00
4. OHL USA, INC.	\$ 450.00	\$ 3,060,000.00	\$ 73.00	\$ 941,700.00
5. GRANITE CONSTRUCTION CO.	\$ 360.00	\$ 2,448,000.00	\$ 50.00	\$ 645,000.00
1) AVERAGE BID	\$ 335.17	\$ 2,279,133.33	\$ 72.33	\$ 933,100.00
2) STANDARD DEVIATION	\$ 80.22	\$ 545,477.23	\$ 27.94	\$ 360,482.62
3) ENG. EST. - LOW BIDDER	\$ (172.00)	\$ (1,169,600.00)	\$ 26.00	\$ 335,400.00

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 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 34		Main Bid 35	
	ITEM 34		ITEM 35	
	30-Inch Cast-in-Drilled Hole (CIDH) (Project		16-Inch, 18-Inch, 54-Inch, and 60-Inch	
	Linear Fee		Lump Sum	
	8062		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 240.00	\$ 1,934,880.00	\$ 440,000.00	\$ 440,000.00
1. SKANSKA	\$ 100.00	\$ 806,200.00	\$ 660,000.00	\$ 660,000.00
2. GRIFFITH COMPANY	\$ 174.00	\$ 1,402,788.00	\$ 550,000.00	\$ 550,000.00
3. WALSH CONSTRUCTION CO.	\$ 80.00	\$ 644,960.00	\$ 1,342,000.00	\$ 1,342,000.00
4. OHL USA, INC.	\$ 230.00	\$ 1,854,260.00	\$ 628,000.00	\$ 628,000.00
5. GRANITE CONSTRUCTION CO.	\$ 52.00	\$ 419,224.00	\$ 450,000.00	\$ 450,000.00
1) AVERAGE BID	\$ 146.00	\$ 1,177,052.00	\$ 678,333.33	\$ 678,333.33
2) STANDARD DEVIATION	\$ 73.01	\$ 588,618.02	\$ 307,877.50	\$ 307,877.50
3) ENG. EST. - LOW BIDDER	\$ 140.00	\$ 1,128,680.00	\$ (220,000.00)	\$ (220,000.00)

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 PROJ. CONST. MGR.: AMIR ZAVICHI

Main Bid
36

Main Bid
37

	ITEM 36		ITEM 37	
	Steel Piles (Project No. 07150003041): For		Concrete Backfill (Soldier Pile) (Project No.	
	Linear Fee		Cubic Yard	
	7650		739	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 250.00	\$ 1,912,500.00	\$ 425.00	\$ 314,075.00
1. SKANSKA	\$ 430.00	\$ 3,289,500.00	\$ 500.00	\$ 369,500.00
2. GRIFFITH COMPANY	\$ 260.00	\$ 1,989,000.00	\$ 720.00	\$ 532,080.00
3. WALSH CONSTRUCTION CO.	\$ 312.00	\$ 2,386,800.00	\$ 404.00	\$ 298,556.00
4. OHL USA, INC.	\$ 520.00	\$ 3,978,000.00	\$ 600.00	\$ 443,400.00
5. GRANITE CONSTRUCTION CO.	\$ 278.50	\$ 2,130,525.00	\$ 360.00	\$ 266,040.00
1) AVERAGE BID	\$ 341.75	\$ 2,614,387.50	\$ 501.50	\$ 370,608.50
2) STANDARD DEVIATION	\$ 99.62	\$ 762,112.25	\$ 124.38	\$ 91,919.39
3) ENG. EST. - LOW BIDDER	\$ (180.00)	\$ (1,377,000.00)	\$ (75.00)	\$ (55,425.00)

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 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 38		Main Bid 39	
	ITEM 38		ITEM 39	
	Overhead Sign Structures (Project No. _____)		Retaining Walls (Project No. 07150003041):	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 1,135,000.00	\$ 1,135,000.00	\$ 4,500,000.00	\$ 4,500,000.00
1. SKANSKA	\$ 1,560,000.00	\$ 1,560,000.00	\$ 8,470,000.00	\$ 8,470,000.00
2. GRIFFITH COMPANY	\$ 1,235,000.00	\$ 1,235,000.00	\$ 8,200,000.00	\$ 8,200,000.00
3. WALSH CONSTRUCTION CO.	\$ 500,000.00	\$ 500,000.00	\$ 8,000,000.00	\$ 8,000,000.00
4. OHL USA, INC.	\$ 1,480,000.00	\$ 1,480,000.00	\$ 11,000,000.00	\$ 11,000,000.00
5. GRANITE CONSTRUCTION CO.	\$ 1,138,000.00	\$ 1,138,000.00	\$ 10,800,000.00	\$ 10,800,000.00
1) AVERAGE BID	\$ 1,174,666.67	\$ 1,174,666.67	\$ 8,495,000.00	\$ 8,495,000.00
2) STANDARD DEVIATION	\$ 342,404.08	\$ 342,404.08	\$ 2,155,641.82	\$ 2,155,641.82
3) ENG. EST. - LOW BIDDER	\$ (425,000.00)	\$ (425,000.00)	\$ (3,970,000.00)	\$ (3,970,000.00)

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PROJ. CONST. MGR.: AMIR ZAVICHI

Main Bid
42Main Bid
43

	ITEM 42		ITEM 43	
	Chain Link Fences and Gates (Drawing No. 1-		Plant Establishment, Landscape	
	Lump Sum		Shifts	
	1		90	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 340,000.00	\$ 340,000.00	\$ 1,280.00	\$ 115,200.00
1. SKANSKA	\$ 1,625,000.00	\$ 1,625,000.00	\$ 3,220.00	\$ 289,800.00
2. GRIFFITH COMPANY	\$ 575,000.00	\$ 575,000.00	\$ 225.00	\$ 20,250.00
3. WALSH CONSTRUCTION CO.	\$ 891,000.00	\$ 891,000.00	\$ 2,500.00	\$ 225,000.00
4. OHL USA, INC.	\$ 1,300,000.00	\$ 1,300,000.00	\$ 3,800.00	\$ 342,000.00
5. GRANITE CONSTRUCTION CO.	\$ 271,755.56	\$ 271,755.56	\$ 1,000.00	\$ 90,000.00
1) AVERAGE BID	\$ 833,792.59	\$ 833,792.59	\$ 2,004.17	\$ 180,375.00
2) STANDARD DEVIATION	\$ 495,533.64	\$ 495,533.64	\$ 1,268.02	\$ 114,122.23
3) ENG. EST. - LOW BIDDER	\$ (1,285,000.00)	\$ (1,285,000.00)	\$ (1,940.00)	\$ (174,600.00)

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 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 44		Main Bid 45	
	ITEM 44		ITEM 45	
	Landscaping and Irrigation System: For		Front Street West Improvements: For	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 2,750,000.00	\$ 2,750,000.00	\$ 1,450,000.00	\$ 1,450,000.00
1. SKANSKA	\$ 2,600,000.00	\$ 2,600,000.00	\$ 700,000.00	\$ 700,000.00
2. GRIFFITH COMPANY	\$ 1,450,000.00	\$ 1,450,000.00	\$ 1,100,000.00	\$ 1,100,000.00
3. WALSH CONSTRUCTION CO.	\$ 1,397,000.00	\$ 1,397,000.00	\$ 100,000.00	\$ 100,000.00
4. OHL USA, INC.	\$ 1,900,000.00	\$ 1,900,000.00	\$ 372,000.00	\$ 372,000.00
5. GRANITE CONSTRUCTION CO.	\$ 1,400,000.00	\$ 1,400,000.00	\$ 800,000.00	\$ 800,000.00
1) AVERAGE BID	\$ 1,916,166.67	\$ 1,916,166.67	\$ 753,666.67	\$ 753,666.67
2) STANDARD DEVIATION	\$ 565,160.87	\$ 565,160.87	\$ 443,997.62	\$ 443,997.62
3) ENG. EST. - LOW BIDDER	\$ 150,000.00	\$ 150,000.00	\$ 750,000.00	\$ 750,000.00

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 PROJ. CONST. MGR.: AMIR ZAVICHI

	Main Bid 46		Contingency-Allowance Item 47	
	ITEM 46		ITEM 47	
	Stabilization Fill Excavation and Cubic Yard		Subgrade Stabilization: For furnishing Lump Sum	
	15000		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 50.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00
1. SKANSKA	\$ 12.00	\$ 180,000.00	\$ 750,000.00	\$ 750,000.00
2. GRIFFITH COMPANY	\$ 6.00	\$ 90,000.00	\$ 750,000.00	\$ 750,000.00
3. WALSH CONSTRUCTION CO.	\$ 20.00	\$ 300,000.00	\$ 750,000.00	\$ 750,000.00
4. OHL USA, INC.	\$ 23.00	\$ 345,000.00	\$ 750,000.00	\$ 750,000.00
5. GRANITE CONSTRUCTION CO.	\$ 16.00	\$ 240,000.00	\$ 750,000.00	\$ 750,000.00
1) AVERAGE BID	\$ 21.17	\$ 317,500.00	\$ 750,000.00	\$ 750,000.00
2) STANDARD DEVIATION	\$ 14.00	\$ 210,074.39	\$ -	\$ -
3) ENG. EST. - LOW BIDDER	\$ 38.00	\$ 570,000.00	\$ -	\$ -

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	Contingency-Allowance Item 48		Contingency-Allowance Item 49	
	ITEM 48		ITEM 49	
	Unforeseen Utility and Substructure		Unforeseen Contaminated and Hazardous	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00
1. SKANSKA	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00
2. GRIFFITH COMPANY	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00
3. WALSH CONSTRUCTION CO.	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00
4. OHL USA, INC.	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00
5. GRANITE CONSTRUCTION CO.	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00
1) AVERAGE BID	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00
2) STANDARD DEVIATION	\$ -	\$ -	\$ -	\$ -
3) ENG. EST. - LOW BIDDER	\$ -	\$ -	\$ -	\$ -

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 PROJ. CONST. MGR.: AMIR ZAVICHI

	Contingency-Allowance Item 50		Contingency-Allowance Item 51	
	ITEM 50		ITEM 51	
	Internet-Based Project Management:		Premium Time for Schedule	
	Lump Sum		Lump Sum	
	1		1	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 200,000.00	\$ 200,000.00	\$ 750,000.00	\$ 750,000.00
1. SKANSKA	\$ 200,000.00	\$ 200,000.00	\$ 750,000.00	\$ 750,000.00
2. GRIFFITH COMPANY	\$ 200,000.00	\$ 200,000.00	\$ 750,000.00	\$ 750,000.00
3. WALSH CONSTRUCTION CO.	\$ 200,000.00	\$ 200,000.00	\$ 750,000.00	\$ 750,000.00
4. OHL USA, INC.	\$ 200,000.00	\$ 200,000.00	\$ 750,000.00	\$ 750,000.00
5. GRANITE CONSTRUCTION CO.	\$ 200,000.00	\$ 200,000.00	\$ 750,000.00	\$ 750,000.00
1) AVERAGE BID	\$ 200,000.00	\$ 200,000.00	\$ 750,000.00	\$ 750,000.00
2) STANDARD DEVIATION	\$ -	\$ -	\$ -	\$ -
3) ENG. EST. - LOW BIDDER	\$ -	\$ -	\$ -	\$ -

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 HARBOR BLVD. INTERCHANGE RECONFIGURATION
 PROJ. CONST. MGR.: AMIR ZAVICHI

Contingency-Allowance Item
 52

Contingency-Allowance Item
 53

	ITEM 52		ITEM 53	
	Perform Work Associated with Regulatory		Partnering Facility: Bidder shall include in	
	Lump Sum		Lump Sum	
	1	1	1	1
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 950,000.00	\$ 950,000.00	\$ 150,000.00	\$ 150,000.00
1. SKANSKA	\$ 950,000.00	\$ 950,000.00	\$ 150,000.00	\$ 150,000.00
2. GRIFFITH COMPANY	\$ 950,000.00	\$ 950,000.00	\$ 150,000.00	\$ 150,000.00
3. WALSH CONSTRUCTION CO.	\$ 950,000.00	\$ 950,000.00	\$ 150,000.00	\$ 150,000.00
4. OHL USA, INC.	\$ 950,000.00	\$ 950,000.00	\$ 150,000.00	\$ 150,000.00
5. GRANITE CONSTRUCTION CO.	\$ 950,000.00	\$ 950,000.00	\$ 150,000.00	\$ 150,000.00
1) AVERAGE BID	\$ 950,000.00	\$ 950,000.00	\$ 150,000.00	\$ 150,000.00
2) STANDARD DEVIATION	\$ -	\$ -	\$ -	\$ -
3) ENG. EST. - LOW BIDDER	\$ -	\$ -	\$ -	\$ -

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Contingency-Allowance Item
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Contingency-Allowance Item
 55

	ITEM 54		ITEM 55	
	Construction Zone Enhanced Enforcement		Design Modifications as Directed by	
	Lump Sum		Lump Sum	
	Unit Price	Extended Price	Unit Price	Extended Price
ENGINEERING ESTIMATE	\$ 500,000.00	\$ 500,000.00	\$ 850,000.00	\$ 850,000.00
1. SKANSKA	\$ 500,000.00	\$ 500,000.00	\$ 850,000.00	\$ 850,000.00
2. GRIFFITH COMPANY	\$ 500,000.00	\$ 500,000.00	\$ 850,000.00	\$ 850,000.00
3. WALSH CONSTRUCTION CO.	\$ 500,000.00	\$ 500,000.00	\$ 850,000.00	\$ 850,000.00
4. OHL USA, INC.	\$ 500,000.00	\$ 500,000.00	\$ 850,000.00	\$ 850,000.00
5. GRANITE CONSTRUCTION CO.	\$ 500,000.00	\$ 500,000.00	\$ 850,000.00	\$ 850,000.00
1) AVERAGE BID	\$ 500,000.00	\$ 500,000.00	\$ 850,000.00	\$ 850,000.00
2) STANDARD DEVIATION	\$ -	\$ -	\$ -	\$ -
3) ENG. EST. - LOW BIDDER	\$ -	\$ -	\$ -	\$ -



Shaun Shahrestani
 2023.11.08 15:55:50 -08'00'

Shaun Shahrestani
 Chief Harbor Engineer

Transmittal 3

Contractor, Subcontractor, and Supplier List

Project Title:
Specification No.:

SR-47/Vincent Thomas Bridge & Front Street/Harbor Boulevard Interchange Reconfiguration
2816
Bid Grand Total: **\$90,988,550.00**

Prime Contractor's Name & Address	Type of Work	DBE (Yes / No)	Dollar Amount	DBE Amount (\$)	DBE (%)
Skanska USA Civil West California District Inc.	General	No	\$49,689,369.69	\$0.00	0.00%

Subcontractor's Name & Address	Type of Work	DBE (Yes / No)	Dollar Amount ¹	DBE Amount (\$)	DBE ^{1,2} (%)
CGO Construction Company, Inc. 3100 E Cedar St #14 Ontario, CA91761	Tree removal clear & grub	Yes	\$549,300.00	\$549,300.00	0.65%
Fehoko Concrete, Inc 10817 Condon Avenue Inglewood, CA 90304	Minor Concrete: Curb, Curb & Gutter, driveways, sidewalk	Yes	\$1,027,105.00	\$1,027,105.00	1.21%
Diversified Landscape Co. 21730 Bundy Canyon Road Wildomar, CA 92595	Irrigation, rock blanket and related work only	Yes	\$2,591,100.00	\$1,421,000.00	1.67%
Ace Fence Company 727 Glendora Avenue La Puente, CA 91744	Fence, guardrail, and related work	Yes	\$1,477,485.00	\$1,477,485.00	1.74%
Grit & Gravel Inc. 1360 S Figueroa St., Unit D #409 Los Angeles, CA 90015	Haul & Dispose of Z-2 ADL Non-RCRA Waste Soil and related trucking	Yes	\$6,715,313.00	\$6,715,313.00	7.89%
Hardy & Harper, Inc. 32 Rancho Cir. Lake Forest, CA 92610	Asphalt Paving and related work only	No	\$4,956,615.00	\$0.00	0.00%

Contractor, Subcontractor, and Supplier List

Project Title:
Specification No.:

SR-47/Vincent Thomas Bridge & Front Street/Harbor Boulevard Interchange Reconfiguration
2816 Bid Grand Total: \$90,988,550.00

Subcontractor's Name & Address	Type of Work	DBE (Yes / No)	Dollar Amount ¹	DBE Amount (\$)	DBE ^{1,2} (%)
Farrell Design-Build, Inc. Irvine.CA	Install wick drains and related work	No	\$921,100.00	\$0.00	0.00%
Drill Tech Drilling and Shoring, Inc 355 N. Sheridan St., Suite 117 Corona, CA 92878	CIDH, ground anchor, concrete backfill	No	\$5,000,456.00	\$0.00	0.00%
Lopez Structure, Inc. 10005 Muirlands Blvd., Suite M Irvine.CA 92618	Partial storm drain structures and related work only	No	\$599,270.00	\$0.00	0.00%
Pacific Steel Group 4805 Murphy Canyon Road San Diego.CA 92123	Partial furnish and install rebar only	No	\$621,676.00	\$0.00	0.00%
Legacy Reinforcing Steel, LLC 2374 Trellis St. Chula Vista, CA 91915	Install Rebar Labor Only (2nd Tier to Pacific Steel Group)	Yes	\$239,884.12	\$239,884.12	0.28%
Coral Construction Company, 10780 SW Clutter Road Sherwood, OR 97140	Sign structures	No	\$1,588,000.00	\$0.00	0.00%
Comet Electric, Inc. 21625 Prairie Street Chatsworth,CA 91311	Disconnect & reconnect electrical components only, electrical and related work	No	\$9,988,464.00	\$0.00	0.00%
Traffic Loops Crack Filling, Inc 1244 Kevstone Way Vista, CA 92081	Install Traffic Loops (2nd Tier to Comet Electric) -100%	Yes	\$168,775.00	\$168,775.00	0.20%
Cooper Engineering, Inc. 114 Business Center Drive Corona, CA 92880	Furnish Labor & equipment to place concrete barrier.	Yes	\$382,178.19	\$382,178.19	0.45%

Subcontractor Total Amount	Subcontractor Total (%)	Subcontractor DBE Total Amount ¹	Subcontractor Total DBE % ^{1,2}
\$36,418,062.19	40.02%	\$11,981,040.31	14.07%

Contractor, Subcontractor, and Supplier List

Project Title:
Specification No.:

SR-47/Vincent Thomas Bridge & Front Street/Harbor Boulevard Interchange Reconfiguration
2816

Bid Grand Total: **\$90,988,550.00**

Supplier's Name & Address	Type of Work	DBE (Yes / No)	Supplier Dollar Amount (Supplier DBE Amount, if different) ¹	DBE Amount (\$)	DBE ^{1,2} (%)
RDL Equipment, Inc. 31524 Park Blvd Nuevo, CA 92567	Rental Water Truck	Yes	\$1,131,750.00	\$1,131,750.00	1.33%
Maverick Sweeping, LLC 3644 Broken Feather Dr. Norco, CA 92860	Rental Street Sweeper	Yes	\$591,617.00	\$591,617.00	0.69%
Triumph Geo-Syntehctics, Inc 1325 N. Blue Gum St. Anaheim, CA 92806	Furnish RCP Pipe, Geotextile & Geogrid Construction Materials	Yes	\$653,652.92	\$392,191.75	0.46%
Rupert Construction Supply 12405 Gold Flake Ct. Rancho Cordova, CA 95741	Furnish steel soldier pile material (60% supplier credit, 2nd tier to Drill Tech Drilling and Shoring) Furnish formliner materials (60% Supplier Credit)	Yes	\$3,323,772.83	\$1,994,263.70	2.34%
Maneri Traffic Control, Inc. 4949 2nd Street Fallbrook, CA 92028	Buy Portable Changeable Message Boards, Arrow Boards (\$196,675 x 60% DBE Credit)	Yes	\$196,675.00	\$118,005.00	0.14%
GDS Industries, Inc. 1244 Keystone Way Vista, CA 92081	Furnish Electrical Material incl. Pipe, Wire Boxes & Gear (2nd Tier to Comet Electric) - 60%	Yes	\$695,950.00	\$417,570.00	0.49%
TEK Services, LLC 5680 Van Gogh Way Yorba Linda, CA 92887	Furnish & Supply Electrical Signal & Lighting Material & Equipment (2nd Tier to Comet Electric)	Yes	\$366,166.65	\$366,166.65	0.43%
KRZ Enterprises, Inc dba Total Site Supply Co. 505 Rincon St, Ste #150 Corona, CA 92879	Furnish & deliver erosion control Materials	Yes	\$20,000.87	\$12,000.52	0.01%

Contractor, Subcontractor, and Supplier List

Project Title: SR-47/Vincent Thomas Bridge & Front Street/Harbor Boulevard Interchange Reconfiguration
 Specification No.: 2816 Bid Grand Total: \$90,988,550.00

Supplier's Name & Address	Type of Work	DBE (Yes / No)	Supplier Dollar Amount (Supplier DBE Amount, if different) ¹	DBE Amount (\$)	DBE ^{1,2} (%)
CL Surveying & Mapping 400 E Rincon St., Suite 202 Corona, CA 92879	Construction surveying	Yes	\$474,437.00	\$474,437.00	0.56%
The Quality Firm 1075 Nevada St. Signal Hill, CA 90755	Quality Control testing and inspection	Yes	\$650,440.00	\$650,440.00	0.76%
Accetta Construction Equipment Services 780 West Channel St, Ste 200 San Pedro, CA 90731	load & haul department import & on-site trucking	Yes	\$1,624,215.00	\$1,624,215.00	1.91%

Supplier Total Amount	Supplier Total (%)	Supplier DBE Total Amount ¹	Supplier Total DBE % ^{1,2}
\$9,728,677.27	10.69%	\$7,772,656.62	9.13%

Subcontractor/Supplier Total Amount	Subcontractor/Supplier Total (%)	Subcontractor/Supplier DBE Total Amount ¹	Total DBE % ^{1,2}
\$46,146,739.46	50.72%	\$19,753,696.93	23.20%
		DBE Total Goal %	23.00%

Note 1: Per Specification Section 00030.11A, subcontractors and manufacturers receive 100% DBE participation credit of the dollar amount that was quoted to the Prime Contractor. Dealers receive 60% DBE participation credit of the dollar amount that was quoted to the Prime Contractor.

Note 2: Per Specification Section 00030.11C, Subcontractor Total DBE % is calculated based on the contract cost excluding contingency allowance items.

Prime Contractors	Bid Grand Total
Skanska	\$90,988,550.00
Griffith Company	\$93,683,438.00
Walsh Construction Company	\$97,038,929.00
OHLA USA	\$98,851,710.00
Granite Construction Company	\$103,243,150.00

**10. RESOLUTION NO. _____ - APPROVAL OF A
COST SHARE AGREEMENT BETWEEN THE CITY OF
LOS ANGELES HARBOR DEPARTMENT AND THE PORT
OF LONG BEACH TO FUND A TECHNOLOGY
ADVANCEMENT PROGRAM PROJECT WITH PACIFIC
HARBOR LINE, INC.**

DATE: NOVEMBER 20, 2023

FROM: ENVIRONMENTAL MANAGEMENT

SUBJECT: RESOLUTION NO. _____ - APPROVAL OF A COST SHARE AGREEMENT BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE PORT OF LONG BEACH TO FUND A TECHNOLOGY ADVANCEMENT PROGRAM PROJECT WITH PACIFIC HARBOR LINE, INC.

SUMMARY:

Staff requests approval of the proposed Cost Share Agreement between the City of Los Angeles Harbor Department (Harbor Department) and the Port of Long Beach (POLB) to fund a Clean Air Action Plan (CAAP) Technology Advancement Program (TAP) project with Pacific Harbor Line, Inc. (PHL) to design and demonstrate battery-electric locomotive (BEL) charging infrastructure for the "EMDX 50" zero-emission (ZE) switcher locomotive Project (Project). The total cost of the Project is \$4,751,904. TAP funding in the amount of \$845,390 will be split equally between the Harbor Department and POLB. The PHL project team will pay the remaining amount. As lead agency, POLB has already entered into an agreement with PHL to implement the Project. If the proposed Agreement is approved, then the Harbor Department would be financially responsible for \$422,695, or 50% of the TAP cost share of the Project.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 6 of the Los Angeles City CEQA Guidelines;
2. Approve the Cost Share Agreement between the City of Los Angeles Harbor Department and the Port of Long Beach for the reimbursement of \$422,695;
3. Authorize the Executive Director to execute and Board Secretary to attest to said agreement for and on behalf of the Board of Harbor Commissioners; and
4. Adopt Resolution No. _____.

DATE: NOVEMBER 20, 2023

PAGE 2 OF 4

SUBJECT: TECHNOLOGY ADVANCEMENT PROGRAM PROJECT WITH PACIFIC HARBOR LINE

DISCUSSION:

Background/Context – On November 20, 2006, during a joint meeting between the Los Angeles and Long Beach Boards of Harbor Commissioners, the 2006 San Pedro Bay Ports CAAP was adopted. A significant initiative of the CAAP is the TAP, which is the catalyst for identifying, evaluating, and demonstrating new and emerging emissions reduction technologies applicable to the port industry that could be utilized in future updates to the CAAP as new control measures, alternatives to existing measures, or as additional mitigation options for new projects. A CAAP TAP Advisory Committee comprised of the United States Environmental Protection Agency, California Air Resources Board, the California Energy Commission, and the South Coast Air Quality Management District, along with the Harbor Department and POLB, meets regularly to review and recommend projects for funding.

Project Description – PHL and project partners Progress Rail, a subsidiary of Caterpillar, Inc., and Dynaletric have collaborated to design and demonstrate a ZE switcher BEL and its associated charging infrastructure at PHL railyard located in the Port of Los Angeles. The ZE BEL will be powered by onboard batteries, will utilize six alternating current traction motors producing 2.4 megawatt-hours, and will plug into the enhanced grid charging infrastructure at PHL's facility. The TAP funding provided by the Harbor Department and POLB will pay for the completion and demonstration of the charging infrastructure. The designed system is intended to deliver a full charge within four hours, which could provide enough energy for the BEL to effectively substitute for a standard diesel-electric switcher.

Key project milestones include charging system infrastructure design and manufacture; delivery, assembly, and system integration; testing, development and permitting; charging infrastructure testing and commissioning; in use demonstration; and issuing a final report. The project will evaluate the performance of the BEL and charging system, as well as collect data on battery performance.

Cost Share – In June 2007, the Harbor Department and POLB executed the CAAP Master Cost Share Agreement No. 2546 (Transmittal 1) to establish a cost sharing arrangement for TAP projects. In accordance with the provisions of this Master Cost Share Agreement, the Project Cost Share Agreement between the Harbor Department and POLB is being submitted for approval (Transmittal 2).

The total cost of the Project will be \$4,751,904. The total amount of the TAP award is \$845,390, shared equally by the Harbor Department and POLB, or \$422,695 for each Port. PHL and their project team will pay the remaining costs. POLB has already entered into an agreement directly with PHL and assumes all Project and contract management responsibilities. As milestones are completed, POLB will pay PHL directly and submit invoices to the Harbor Department for reimbursement of one-half the amount paid by

DATE: NOVEMBER 20, 2023

PAGE 3 OF 4

SUBJECT: TECHNOLOGY ADVANCEMENT PROGRAM PROJECT WITH PACIFIC HARBOR LINE

POLB. The POLB contract with PHL expires on December 31, 2024 and the cost share has no term.

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of a Cost Share Agreement between the Harbor Department and POLB to fund a CAAP TAP project with PHL to design and demonstrate battery-electric locomotive charging infrastructure for the Project, which is an administrative activity and basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious major disturbance to an environmental resource. Therefore, the proposed action is administratively and categorically exempt from the requirements of CEQA in accordance with Article II Section 2(f) and Article III Class 6 of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

The proposed action is to approve a Cost Share Agreement with POLB for funding the PHL BEL Zero Emission Switcher Locomotive Project. POLB is the lead agency and is responsible for implementing the Project. The total cost of the project is \$4,751,904 and TAP funding in the amount of \$845,390 will be split equally between the Harbor Department and POLB. The Harbor Department will reimburse POLB \$422,695 (50%) of the total TAP funding. It is anticipated that funds will be expended as follows:

FY 2023/24	\$ 246,000
FY 2024/25	\$ 176,695
TOTAL	\$ 422,695

Funds in the current fiscal year are available in Account 59965 (Customer Environmental Subsidies & Incentives), Center 0330 (Environmental), Program 000 (Base Budget). Future Fiscal Year funds will be requested to be budgeted as part of the annual budget adoption process.

The Harbor Department's financial obligations for future fiscal years are contingent upon Board appropriation of funds. If any subsequent fiscal year funds are not appropriated by the Board for the work required by the cost share agreement, the agreement would be terminated. However, such termination shall not relieve the parties of liability for any obligations previously incurred.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed agreement as to form and legality.

DATE: NOVEMBER 20, 2023

PAGE 4 OF 4

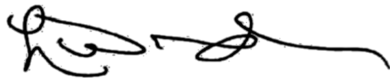
SUBJECT: TECHNOLOGY ADVANCEMENT PROGRAM PROJECT WITH PACIFIC HARBOR LINE

TRANSMITTALS:

1. Master Cost Share Agreement with the Port of Long Beach
2. PHL ZE Switcher Locomotive Project Cost Share Agreement with the Port of Long Beach

FIS Approval: MB

CA Approval: SO



LISA WUNDER
Acting Director of Environmental Management

Michael DiBernardo

MICHAEL DiBERNARDO
Deputy Executive Director

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

AUTHOR: B. Ford

FILE: Y:_ADMIN_BOARD REPORTS_AIR QUALITY\TAP\POLB - PHL\Environmental_TAP Cost Share PHL_Board Report - FINAL.docx
UPDATED: 11/20/2023 9:29pm - MRX

Transmittal 1

**CLEAN AIR ACTION PLAN
MASTER COST SHARING AGREEMENT**

This agreement (the "Master Agreement") is entered into this 14 day of May, 2007, by the City of Long Beach, a municipal corporation, acting through its Board of Harbor Commissioners ("Long Beach") and by the City of Los Angeles, a municipal corporation, acting through its Board of Harbor Commissioners ("Los Angeles") (collectively, the "Ports").

Section 1. Recitals

- A. On November 20, 2006, Long Beach and Los Angeles adopted the San Pedro Bay Ports Clean Air Action Plan ("CAAP").
- B. The CAAP contains a number of joint strategies and initiatives to reduce emissions from port-related sources.
- C. Concurrently with this Mater Agreement, Long Beach and Los Angeles are entering into a memorandum of understanding regarding CAAP joint defense and legal cost sharing.
- D. With this Master Agreement, Long Beach and Los Angeles wish to establish a master cost sharing arrangement for all joint non-legal CAAP expenditures.
- E. Attached to this Master Agreement as an exhibit is a form for supplemental agreements for sharing specific costs pursuant to the terms and conditions of this Master Agreement.

Section 2. Term

This Master Agreement shall commence on the date last signed by either the Executive Director of the Port of Los Angeles or the Executive director of the Port of Long Beach. It shall terminate upon completion of the last agreement entered into to accomplish work described in Section 1 of this Master Agreement or upon termination by either party as provided in this Master Agreement.

Section 3. Preparation of Scope of Work and Award of Contract

- A. The Coordinating Committee shall consist of the Executive Directors of the Ports, the Director of Environmental Management of Los Angeles and the Managing Director of Environmental Affairs and Planning of Long Beach, or their respective designees. The Coordinating Committee shall establish a mutually satisfactory scope of work, budget, and terms of compensation, with each selected consultant or contractor for each separable element of work to be undertaken.

B. The third-party contracts shall be in the format of the contracting Port's procurement requirements. The non-contracting Port shall not be obligated to commit to share any costs under this Master Agreement unless the non-contracting Port is satisfied with the scope of work and the consultant organization or contractor selected for the study and has so indicated in writing and the Ports have executed an agreement to share costs in the form attached hereto as Exhibit "A."

Section 4. Responsibility for Administration of Third-Party Contracts

A. Contract administration shall be the responsibility of the contracting Port. However, the contracting and non-contracting Ports agree to meet in good faith through the Coordinating Committee to discuss progress and to resolve any disputes which may arise as to the quality or quantity of the work or questions regarding other contract terms.

B. If members of the Coordinating Committee cannot resolve a given dispute, then the dispute shall be resolved by the Executive Directors of the two Ports. If the Executive Directors cannot reach agreement, then either Port may withdraw from participation in the sharing of costs under that contract upon ten days notice and shall be liable only for its share of costs accrued through the effective date of such withdrawal.

C. Each third-party contract shall contain a provision which allows for termination upon ten days notice and for payment to the consultant or contractor for work performed before termination. The third-party contract shall require that the consultant or contractor deliver to the contracting Port, all data gathered and all reports prepared prior to termination of the contract. All such data shall be shared through the Coordinating Committee.

D. All correspondence from the consultant or contractor to the contracting Port shall also be copied to the non-contracting Port. Any instructions from the contracting Port to the consultant or contractor shall also be copied to the non-contracting Port.

Section 5. Reimbursement of Monies Between Ports

It shall be the responsibility of the contracting Port to pay all monies due the consultant or contractor under the terms of the third-party contract. Subject to the provisions of Section 6 below, the non-contracting Port agrees to reimburse the contracting Port its share of the contracting costs actually paid to the consultant or contractor within 45 days of the receipt of a billing statement or invoice from the contracting Port.

Section 6. Limitations on Reimbursement

A. The contracting Port shall not be entitled to reimbursement for the cost of any extra work requested by the consultant or contractor unless the Ports have executed an amendment to the agreement in the form attached as Exhibit "A." If the consultant requests any extra work or extra monies, both Ports agree that this request shall be directed by the contracting Port to the Coordinating Committee, which shall recommend to the Ports whether payment for such extra work is appropriate.

B. If a dispute arises between the Ports, the non-contracting Port shall have the right to veto any proposed payment to the consultant or contractor for extra work conducted on behalf of the non-contracting Port, provided that the non-contracting Port agrees to defend, indemnify and hold harmless, the contracting Port, from any claims of the consultant or contractor arising from a veto by the non-contracting Port. If the non-contracting Port refuses to provide such written indemnity assurances, the contracting Port may pay the cost of such extra work and will be entitled to reimbursement from the non-contracting Port.

C. The non-contracting Port shall not be responsible for any extra costs resulting from the negligence of the contracting Port in the administration of the third-party contract.

Section 7. Rights and Obligations

A. **Ownership of Data and Records.** Both Ports agree that all records, exhibits, work product and all related data collected or reproduced by a consultant or contractor ("data and records"), for which the costs are shared pursuant to this Master Agreement, are to be the joint property of the Ports. The data and records shall not be released to any one nor used by anyone other than the Ports for any purpose or project without the express written authorization of the Executive Directors of the Ports, except to the extent that such data and records may be classified as public records under the California Government Code and except for use and release of such data and records for the direct benefit of either Port.

B. **Notices.** Any notices to be given under or pursuant to this Master Agreement shall be served by mail or by personal delivery. When so given, such notice shall be effective two calendar days after the date of mailing or upon personal delivery, if not mailed. For the purpose hereof, unless otherwise provided in writing by the parties hereto, the address of the Port of Long Beach and the proper person to receive any such notice on its behalf is the Executive Director, Port of Long Beach, P.O. Box 570, Long Beach, California 90802. For the Port of Los Angeles, the proper person to receive notices on its behalf is the Executive Director, Port of Los Angeles, P.O. Box 151, San Pedro, California 90733.

C. **Termination.** Either Port shall have the right to terminate this Master Agreement upon ten calendar days written notice to the other Port provided, however, such termination shall not affect the respective obligations of the Ports for any reimbursement due for third-party contract costs accrued through the effective date of termination. If termination of the Master Agreement occurs, each Port agrees to notify its consultants and contractors of any change in the scope of work or specific work tasks, which may result from such termination.

D. Cooperation and Port Staff Costs. Both Ports pledge to cooperate with each other and the consultant(s) selected to conduct the work. Both Ports agree that each will absorb its respective staff costs necessary to implement and meet the obligations of this Master Agreement.

CITY OF LOS ANGELES BY ITS BOARD OF HARBOR COMMISSIONERS

By: [Signature]
Name: GERALDINE KNATZ
Title: EXECUTIVE DIRECTOR

Date: JUNE 21, 2007

ATTEST: [Signature]
Name: Rose M. Dwarshak
Title: Acting Board

Date: June 27, 2007

CITY OF LONG BEACH BY ITS BOARD OF HARBOR COMMISSIONERS

By: [Signature]
Name: Dick Steinkamp
Title: Executive Director

Date: 6/7, 2007

ATTEST: [Signature]
Name: Gustav T. Hein
Title: Executive Officer

Date: June 7, 2007

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO, City Attorney
City of Los Angeles

By: [Signature]
Joy M. Crose
Assistant General Counsel

Date: June 14, 2007

APPROVED AS TO FORM:
ROBERT E. SHANNON, City Attorney
City of Long Beach

By: [Signature]
Dominic T. Holzhaus,
Principal Deputy City Attorney

Date: 6/5, 2007

AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND THE CITY OF LONG BEACH

ESTABLISHING SPECIFIC CLEAN AIR ACTION PLAN
COSTS TO BE SHARED

[TITLE OF THIRD-PARTY CONTRACT]

WHEREAS, the Cities of Los Angeles and Long Beach, acting by their respective Boards of Harbor Commissioners ("Ports") have entered into Los Angeles Agreement No. _____ / Long Beach Agreement No. _____ ("Master Cost Sharing Agreement") expressing their desire to share the costs of certain contracts related to the San Pedro Bay Ports Clean Air Action Plan.

WHEREAS, Ports are interested in sharing the cost of the contract for [describe purpose of contract].

NOW, THEREFORE, PORTS AGREE AS FOLLOWS:

1. The City of [insert] has retained [third-party] to undertake the following work: [describe]. The term of this contract is [term]. The total contract amount is [\$ ____]. The share of the City of Los Angeles shall be [__%] percent; the share of the City of Long Beach shall be [__%] percent.

2. The terms and conditions of the Master Agreement are incorporated by reference into this agreement and Ports agree to abide by all the terms and conditions of said agreement.

CITY OF LOS ANGELES BY ITS BOARD OF
HAR

By: _____
Name
Title

Date

ATTEST
Name
Title

Date

*Exhibit is a
sample not
for signature*

CITY OF LONG BEACH BY ITS BOARD OF
HARBOR COMMISSIONERS

By: *John Rubin for*
Name: *Dick Stenke*
Title: *Executive Director*

Date: *6/7*, 2007

ATTEST: *Gustav T Hein*
Name: *Gustav T Hein*
Title: *Executive Officer*

Date: *June 7*, 2007

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO, City Attorney
City of Los Angeles

APPROVED AS TO FORM:
ROBERT E. SHANNON, City Attorney
City of Long Beach

By: _____
Joy M. Crose
Assistant General Counsel

By: _____
Dominic T. Holzhaus,
Principal Deputy City Attorney

Date: _____, 2007

Date: _____, 2007

*This is a
sample agreement
Dominic's signature
not required.*

Transmittal 2

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND THE CITY OF LONG BEACH**

**ESTABLISHING COSTS TO BE SHARED
UNDER THE CLEAN AIR ACTION PLAN**

**PACIFIC HARBOR LINE, INC.
ZERO-EMISSION SWITCHER LOCOMOTIVE DEMONSTRATION PROJECT**

This Agreement is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners ("CITY OF LOS ANGELES"), at its meeting of _____, 2023, and the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners ("CITY OF LONG BEACH"), at its meeting of June 12, 2023 ("Agreement").

WHEREAS, the CITY OF LOS ANGELES and the CITY OF LONG BEACH (collectively "the Ports" or "the Parties") have entered into Los Angeles Agreement No. 2546 / Long Beach Agreement No. HD-7173 ("Master Cost Sharing Agreement") expressing their desire to share the costs of certain contracts related to the San Pedro Bay Ports Clean Air Action Plan; and

WHEREAS, in accordance with the terms of the Master Cost Sharing Agreement, the Ports are interested in sharing the cost of an agreement with Pacific Harbor Line, Inc. for a demonstration project of a zero-emission battery-electric switching locomotive at the Ports. ("Project").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of the agreement between the City of Long Beach and Pacific Harbor Lines, Inc. shall commence upon execution and, subject to the City of Long Beach's right to terminate early, shall terminate on December 31, 2024.
2. The total cost to the Ports for the Project will not exceed \$845,390, with each Port paying 50 percent or \$422,695.
3. The terms and conditions of the Master Cost Sharing Agreement are incorporated by reference into this Agreement and the Ports agree to abide by all the terms and conditions of the Master Cost Sharing Agreement.
4. The terms of this Agreement shall be amended only in writing and signed by both Ports.

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HD-7173PP

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date to the left of their signatures.

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

Date: _____, 2023

By: _____
Eugene D. Seroka
Executive Director

Attest: _____
Amber M. Klesges
Board Secretary

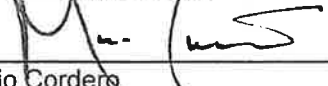
APPROVED AS TO FORM AND LEGALITY

October 26, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

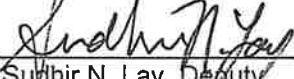
By: 
Heather M. McCloskey, Deputy

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

Date: September 6, 2023

By: 
Mario Cordero
Chief Executive Officer

APPROVED AS TO FORM
DAWN MCINTOSH, City Attorney

By: 
Sudhir N. Lay, Deputy

Date: August 15, 2023

FUNDS AVAILABLE STAMP

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND THE CITY OF LONG BEACH**

**ESTABLISHING COSTS TO BE SHARED
UNDER THE CLEAN AIR ACTION PLAN**

**PACIFIC HARBOR LINE INC.
ZERO-EMISSION SWITCHER LOCOMOTIVE DEMONSTRATION PROJECT**

Account#	59965	W.O. #	78085
Ctr/Div#	0330	Job Fac.#	637-00
Proj/Prog#	000		
Budget FY:		Amount:	
FY 23/24		\$246,000.00	
FY 24/25		\$176,695.00	
TOTAL		\$422,695.00	
For Acct/Budget Div. Use Only			
Verified by:	Erin O'Malley <small>Digitally signed by Erin O'Malley Date: 2023.06.28 08:28:08 -0700</small>		
Verified Funds Available:	<i>Falle</i> <small>Digitally signed by Frank Liu Date: 2023.06.28 11:00:53 -0700</small>		
Date Approved:	6/28/23		

11. RESOLUTION NO. _____ - APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE BY THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY OF ONE OR MORE SERIES OF ITS ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY SENIOR LIEN REVENUE REFUNDING BONDS AND/OR SUBORDINATE LIEN REVENUE REFUNDING BONDS AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY TO ASSIST THE AUTHORITY IN THE ISSUANCE OF SUCH REFUNDING BONDS AND MAKING A DETERMINATION RELATING THERETO



**THE PORT
OF LOS ANGELES**
Executive Director's
Report to the
Board of Harbor Commissioners

DATE: NOVEMBER 13, 2023

FROM: EXECUTIVE OFFICE

SUBJECT: RESOLUTION NO. _____ APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE BY THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY OF ONE OR MORE SERIES OF ITS ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY SENIOR LIEN REVENUE REFUNDING BONDS AND/OR SUBORDINATE LIEN REVENUE REFUNDING BONDS AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY TO ASSIST THE AUTHORITY IN THE ISSUANCE OF SUCH REFUNDING BONDS AND MAKING A DETERMINATION RELATING THERETO

SUMMARY:

Staff requests approval of certain documents related to the proposed issuance of the Alameda Corridor Transportation Authority (ACTA) Senior Lien Revenue Refunding Bonds and/or Subordinate Lien Revenue Refunding Bonds (2024 ACTA Bonds) including certain disclosures required from the Port of Los Angeles. Given the Port of Los Angeles' role as a partial guarantor of ACTA's debt along with the Port of Long Beach, it must provide certain financial and operating disclosures to the bond market for any ACTA bond transaction both at the time of the initial offering and for as long as the bonds remain outstanding. ACTA is projecting that future revenues will be insufficient to cover debt service payments starting in Fiscal Year (FY) 2026 through 2037, and that shortfall advance payments would be required from the two ports to help make up the difference. The proposed transaction is expected to reduce the amount of debt service during this time period, thereby reducing the need for shortfall advance payments from the ports. Bond market conditions at the time of the transaction will determine the level of debt service savings that will be achieved.

RECOMMENDATION:

It is recommended that the Los Angeles Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

SUBJECT: TO AUTHORIZE THE EXECUTION OF CERTAIN DOCUMENTS IN RELATION TO THE ISSUANCE OF 2024 ACTA BONDS

2. Authorize the execution and delivery of the Continuing Disclosure Certificate, the Letter of Representation, and other related documents and certificates in connection with the issuance and sale of the 2024 ACTA Bonds;
3. Authorize the City of Los Angeles Harbor Department's Executive Director or Chief Financial Officer, each of them acting individually, to comply with the terms and intent of the Board's Resolution, to assist ACTA in the issuance of the 2024 ACTA Bonds, to execute and deliver any documents or instruments related thereto and to take such other actions as may be deemed necessary or desirable in order to carry out the purposes of the Board's Resolution subject to: (i) approval of the issuance of the 2024 ACTA Bonds by ACTA; and (ii) the conditions set forth in the Resolution;
4. Approve certain disclosures relating to the finances and operations of the Harbor Department to be contained in the Preliminary Official Statement and the Official Statement for the 2024 ACTA Bonds including the Audited Financial Statements of the Harbor Department, with such changes thereto as the Executive Director or the Chief Financial Officer may require or approve; and
5. Adopt Resolution No. _____.

DISCUSSION:

Background/Context – ACTA is a joint-powers authority created by the City of Los Angeles and the City of Long Beach in 1996 to construct, finance, and operate a freight expressway corridor connecting the rail system near downtown Los Angeles to the Ports of Los Angeles (POLA) and Long Beach (POLB). Since its formation, ACTA has issued several series of revenue bonds for this purpose. Currently, ACTA has approximately \$1.6 billion in outstanding bonds, and is projecting that future revenues will be insufficient to cover debt service payments starting in FY 2026 through FY 2037 as a result of less cargo than expected being transported through the Rail Corridor.

Both POLA and POLB are obligated under the terms of the Alameda Corridor Use and Operating Agreement to make certain payments known as Shortfall Advances, if ACTA's use fees and container charges are not sufficient to meet scheduled debt service payments on ACTA's bonds. The Shortfall Advances are limited to 40% of the debt service on ACTA's bonds, with each port obligated to pay 20%. In 2011 and 2012, POLA and POLB collectively made a total of \$11.8 million in Shortfall Advances. Pursuant to the terms of the Use and Operating Agreement, ACTA is obligated to reimburse the Ports after certain obligations are met.

In 2024, ACTA intends to issue debt to conduct a tender solicitation that will target ACTA bonds issued in 1999 and 2004. A tender is an invitation to existing bondholders to purchase their bonds with the proceeds of a new issuance. Given current market dynamics, undertaking such a transaction presents an opportunity to lower ACTA's debt service obligations. The success of the effort will depend upon the level of investor participation.

SUBJECT: TO AUTHORIZE THE EXECUTION OF CERTAIN DOCUMENTS IN RELATION TO THE ISSUANCE OF 2024 ACTA BONDS

ACTA plans to have transactions in 2025 and 2026 to target reducing Shortfall Advances for the two Ports from FY 2026 to FY 2037 by restructuring and refunding the remaining outstanding bonds at that time. This restructuring is expected to generate significant relief from projected shortfall payments for the two ports through FY 2037. If the tender is successful, the 2024 and 2025 issuances will reduce the size of the transaction required in 2026.

Given the Port's role as a partial guarantor of ACTA's debt, it must provide certain financial and operating disclosures to the bond market for any ACTA bond transaction both at the time of the initial offering and for as long as the bonds remain outstanding. In recent years, the Board has approved documents for ACTA financing transactions to address the need for Shortfall payments from the Port in 2016 and 2022.

Implications of this Action – By taking this action, the Board: 1) authorizes Harbor Department staff to carry out and comply with the terms and intent of the Resolution (Transmittal 1) and to assist ACTA in the issuance of the 2024 ACTA Bonds, subject to the conditions set forth in the Resolution; 2) authorizes staff to execute and deliver the Continuing Disclosure Certificate (Transmittal 2) and the Letter of Representation (Transmittal 3); and 3) approves certain disclosures concerning the finances and operations of POLA to be contained in the Preliminary Official Statement and the Official Statement for the transaction (Transmittal 4).

The Continuing Disclosure Certificate would obligate the Harbor Department to update and disclose annually certain information about the Harbor Department finances and operations contained in the Preliminary Official Statement and the Official Statement for the 2024 ACTA Bonds and to provide notice of certain enumerated events in accordance with the Securities and Exchange Commission regulations for as long as the bonds remain outstanding. The Letter of Representation provides a certification from the Department that the information it is providing is accurate and complete.

Other Required Approvals - The Board of Harbor Commissioners for POLB is expected to approve documents related to the ACTA transaction at its meeting on December 11, 2023. ACTA's Governing Board is expected to approve the proposed transaction on December 14, 2023. The closing of the transaction is planned for February 2024.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval to execute and deliver documents and certificates in connection with 2024 ACTA Bonds, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

SUBJECT: TO AUTHORIZE THE EXECUTION OF CERTAIN DOCUMENTS IN RELATION TO THE ISSUANCE OF 2024 ACTA BONDS

FINANCIAL IMPACT:

Approval of the proposed Resolution will approve the execution and delivery of certain documents by the Harbor Department which will facilitate ACTA's issuance of 2024 ACTA Bonds. The issuance of the 2024 ACTA Bonds will reduce ACTA's debt service obligations from FY 2026 through FY 2037. Currently, ACTA's debt service obligations are anticipated to generate shortfalls totaling approximately \$769 million from FY 2026 through FY 2037 because forecasted revenues will be insufficient to cover ACTA's operating costs and debt service obligations.

Assuming that 20% of current bondholders elect to participate in the tender offer contemplated under the 2024 ACTA Bond transaction, FY 2026 through FY 2037 debt service obligations are anticipated to be reduced by approximately \$208 million. The remaining \$561 million in FY 2026 through FY 2037 shortfalls are anticipated to be addressed by subsequent financing transactions currently expected to occur in 2025 and 2026.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed Resolution as to form and legality and the proposed Continuing Disclosure Certificates as to form and legality.

TRANSMITTALS:

- 1. Resolution No. _____
- 2. Continuing Disclosure Certificate
- 3. Letter of Representation
- 4. Certain Disclosure Concerning the Finances and Operations of the Port of Los Angeles and the Harbor Department to be contained in the Preliminary Official Statement and the Official Statement

FIS Approval: MB (initials)

CA Approval: SO (initials)

MARLA BLEAVINS
Deputy Executive Director and
Chief Financial Officer

APPROVED:

for
EUGENE D. SEROKA
Executive Director

Author: M. Bleavins

Transmittal 1

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE CITY OF LOS ANGELES APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE BY THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY OF ONE OR MORE SERIES OF ITS ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY SENIOR LIEN REVENUE REFUNDING BONDS AND/OR SUBORDINATE LIEN REVENUE REFUNDING BONDS AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY TO ASSIST THE AUTHORITY IN THE ISSUANCE OF SUCH REFUNDING BONDS AND MAKING A DETERMINATION RELATING THERETO

WHEREAS, pursuant to the provisions of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, as amended (the “*Joint Powers Act*”), the City of Los Angeles and the City of Long Beach (together, the “*Members*”) entered into that certain Amended and Restated Joint Exercise of Powers Agreement, dated as of December 18, 1996, as amended (the “*JPA Agreement*”), creating the Alameda Corridor Transportation Authority (previously known as the Consolidated Transportation Corridor Joint Powers Authority) (the “*Authority*”), a public entity separate and apart from the Members; and

WHEREAS, as of December 31, 2022, the Authority had outstanding approximately \$2.7 billion aggregate principal amount or accreted value of its senior lien bonds, subordinate lien bonds, and second subordinate lien bonds, (collectively, the “*ACTA Obligations*”); and

WHEREAS, the City of Los Angeles (the “*City*”), acting by and through its Board of Harbor Commissioners (the “*Board*”), entered into the Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “*Use and Operating Agreement*”), by and among the City, acting by and through the Board, the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “*POLB*”), the Authority, BNSF Railway Company and Union Pacific Railroad Company; and

WHEREAS, the Use and Operating Agreement provides that if during any calendar year the debt service on the ACTA Obligations and certain other bond-related amounts are not paid in full (the “*Required Annual Payment*”), the City, acting by and through the Board, and POLB will advance to the Authority, from any legally available source, funds (“*Shortfall Advances*”) sufficient to pay a portion of the debt service on the ACTA Obligations and certain other bond-related amounts to the extent the Authority’s use fees and container charges are insufficient; and

WHEREAS, the contingent obligation of the City, acting by and through the Board, to pay the Shortfall Advances in any calendar year is limited to paying 20% of the Required Annual Payment due each year; and

WHEREAS, the Authority currently projects that the City, acting through the Board, will be required to pay Shortfall Advances in the future; and

WHEREAS, the Authority desires to make a cash tender offer and/or exchange offer (the

“*Senior Tender Offer*”) to holders of all or a portion of its outstanding senior lien bonds (the “*Tender Offer Senior Bonds*”); and

WHEREAS, the Authority desires to make a cash tender offer and/or exchange offer (the “*First Subordinate Tender Offer*” and together with the Senior Tender Offer, the “*Tender Offers*”) to holders of all or a portion of its outstanding subordinate lien bonds (the “*Tender Offer First Subordinate Bonds*” and together with the Tender Offer Senior Bonds, the “*Tender Offer Bonds*”); and

WHEREAS, the Authority is proposing to issue its senior lien revenue refunding bonds in one or more series (the “*Senior Lien Refunding Bonds*”) for the purposes of: (i) (A) purchasing or exchanging all or a portion of the Tender Offer Senior Bonds that the holders thereof elect to tender to or exchange with the Authority (such tendered or exchanged bonds, the “*Tendered Senior Bonds*”), and/or (B) refunding and defeasing to their redemption date or stated maturity date, as applicable, a portion of any or all maturities of the Authority’s outstanding senior lien bonds and (ii) paying costs of issuing the Senior Lien Refunding Bonds, including any premiums with respect to bond insurance and/or a debt service reserve surety policy, if any, for the Senior Lien Refunding Bonds; and

WHEREAS, the Authority is proposing to issue its subordinate lien revenue refunding bonds in one or more series (the “*First Subordinate Lien Refunding Bonds*,” and together with the Senior Lien Refunding Bonds, the “*Refunding Bonds*”) for the purposes of: (i) (A) purchasing or exchanging all or a portion of the Tendered Senior Bonds or the Tender Offer First Subordinate Bonds that the holders thereof elect to tender to or exchange with the Authority (such tendered or exchanged bonds, the “*Tendered First Subordinate Bonds*”, and together with the Tendered Senior Bonds, the “*Tendered Bonds*”), and/or (B) refunding and defeasing to their redemption date or stated maturity date, as applicable, a portion of any or all maturities of the Authority’s outstanding senior lien bonds and/or subordinate lien bonds and (ii) paying costs of issuing the First Subordinate Lien Refunding Bonds, including any premiums with respect to bond insurance and/or a debt service reserve surety policy, if any, for the First Subordinate Lien Refunding Bonds; and

WHEREAS, the Authority’s plan of finance with respect to the Refunding Bonds includes the option of obtaining bond insurance on all or a portion of the Refunding Bonds, and the purchase of one or more debt service reserve surety policies, in lieu of using bond proceeds to fund a debt service reserve fund for the Refunding Bonds, from a surety provider with a credit rating of at least “A” or better from at least one nationally recognized rating agency, for the purpose of achieving present value debt service savings; and

WHEREAS, it is anticipated that the issuance of the Refunding Bonds and the related purchase or exchange of the Tendered Bonds and/or the refunding and defeasance of all or a portion of the outstanding bonds may reduce the Harbor Department of the City of Los Angeles’ exposure to paying Shortfall Advances in the future; and

WHEREAS, in order to assist the Authority with the issuance of the Refunding Bonds, there has been presented to this Board the following documents:

(a) a form of the Continuing Disclosure Certificate (the “**Continuing Disclosure Certificate**”) one or more of which will be executed and delivered by the City, acting by and through the Board, in connection with the issuance of the Refunding Bonds; and

(b) a form of the Letter of Representation (the “**Letter of Representation**”) one or more of which will be executed and delivered by the City, acting by and through the Board, which will set forth various representations of the City, acting by and through the Board, covering various matters requested by the underwriters of the Refunding Bonds; and

(c) a form of the disclosure concerning the finances and operations of the Port of Los Angeles and the Harbor Department of the City of Los Angeles (the “**Harbor Department**”) to be contained in the preliminary official statement(s) and the final official statement(s) of the Authority, that will be prepared and distributed by the Authority, from time to time, in connection with the issuance and sale of the Refunding Bonds;

WHEREAS, neither the payment of the principal of or the interest on the ACTA Obligations or the Refunding Bonds shall constitute a debt, liability, or obligation of the City, the Board or the Harbor Department, but shall constitute a limited contractual obligation of the City, acting by and through the Board, to pay Shortfall Advances;

NOW, THEREFORE, BE IT RESOLVED by the Board of Harbor Commissioners of the City of Los Angeles, as follows:

Section 1. Continuing Disclosure Certificate and Letter of Representation. The form, terms and provisions of the Continuing Disclosure Certificate and the Letter of Representation are in all respects approved, and the Executive Director of the Harbor Department (including any person serving in an acting or interim capacity) and/or the Chief Financial Officer of the Harbor Department (including any person serving in an acting or interim capacity), or their respective designees, any one or more thereof (each an “**Authorized Officer**”), are hereby authorized, empowered and directed to execute, acknowledge and deliver one or more Continuing Disclosure Certificates and one or more Letters of Representation, including counterparts thereof, in the name and on behalf of the City, acting by and through the Board. The Continuing Disclosure Certificates and the Letters of Representation, as executed and delivered, shall be in substantially the forms now before this Board and hereby approved, with such changes and revisions therein as shall be approved by the Authorized Officer or Officers executing the same and the City Attorney of the City (the “**City Attorney**”); the execution thereof by an Authorized Officer shall constitute conclusive evidence of the Board’s approval of any and all changes or revisions therein from the forms of the Continuing Disclosure Certificate and the Letter of Representation now before this Board; and from and after the execution and delivery of each Continuing Disclosure Certificate, the officers, agents and employees of the Harbor Department are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary or advisable to carry out and comply with the provisions of each such Continuing Disclosure Certificate.

The Board hereby covenants and agrees that it will comply with and carry out all of the

provisions of each Continuing Disclosure Certificate.

Section 2. Disclosure Relating to Port of Los Angeles and the Harbor Department.

The disclosure relating to the Port of Los Angeles and the Harbor Department to be contained in the preliminary official statement(s) and the final official statement(s) of the Authority with respect to the Refunding Bonds in substantially the form now before this Board is hereby approved, with such changes thereto, including through any supplements or amendments thereto, as the City Attorney and an Authorized Officer may require or approve, and the execution of each Letter of Representation by an Authorized Officer shall constitute conclusive evidence of the Board's approval of any all changes or revisions therein from the form of the disclosure now before this Board.

Section 3. Additional Authorizations.

Each Authorized Officer and all officers, agents and employees of the Harbor Department, for and on behalf of the Board, are hereby authorized and directed to do any and all things necessary or advisable to assist the Authority with the issuance of the Refunding Bonds or in connection with the Tender Offers and/or the refunding and defeasance of the Authority's outstanding bonds. Each Authorized Officer and all other officers, agents and employees of the Harbor Department are further authorized and directed, for and on behalf of the Board, to execute all papers, documents and certificates that may be required in order to carry out the authority conferred by this Resolution, including, without limitation, entering into agreements and providing certificates which may be required by the provider of any bond insurance or debt service reserve surety policy for the Refunding Bonds (including, but not limited to, one or more non-assignment agreements, if one is required by the provider of any bond insurance or debt service reserve surety policy for the Refunding Bonds, provided any such agreement or certificate shall not impose any new financial obligations on the City, the Board or the Harbor Department). All actions heretofore taken by each Authorized Officer and by all officers, agents and employees of the Harbor Department, for and on behalf of the Board, in connection with or related to the issuance and sale of the Refunding Bonds or in connection with or related to the Tender Offers and/or the refunding and defeasance of the Authority's outstanding bonds, and in connection with the authorization, execution and delivery of, and performance of obligations under, the Use and Operating Agreement, and in connection with the authorization and performance of obligations under the JPA Agreement, are hereby approved, confirmed and ratified.

Section 4. Severability of Invalid Provisions.

If any one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Resolution and such invalidity, illegality or unenforceability shall not affect any other provision of this Resolution, and this Resolution shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The Board hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

Section 5. Section Headings and References; Interpretation.

The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely

for convenience of reference and shall not affect the meaning, construction or effect of this Resolution.

All references herein to “Sections” and other subdivisions are to the corresponding Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

Section 6. Governing Law. This Resolution shall be construed and governed in accordance with the laws of the State of California.

Section 7. Effective Date. This Resolution shall take effect in the manner and at the time set forth in the Charter of the City, including Section 11.28.5 of the City Administrative Code.

APPROVED AS TO FORM AND LEGALITY

_____, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By _____
_____, Deputy

CERTIFICATION

The undersigned, duly qualified and acting as Secretary of the Board of Harbor Commissioners of the City of Los Angeles, certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Board of the Harbor Commissioners of the City of Los Angeles held on _____, 2023.

By _____
Secretary, Board of Harbor
Commissioners of the City of Los
Angeles

Dated: _____

Transmittal 2

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Certificate**”) is executed and delivered, effective November _____, 2024, by the Alameda Corridor Transportation Authority (the “**Authority**”); the City of Long Beach, acting by and through its Board of Harbor Commissioners (“**POLB**”); and the City of Los Angeles, acting by and through its Board of Harbor Commissioners (“**POLA**”), in connection with the issuance by the Authority of its Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2024A (the “**Series 2024A Bonds**”), its Taxable Senior Lien Revenue Refunding Bonds, Series 2024B (the “**Series 2024B Bonds**”), its Tax-Exempt First Subordinate Lien Revenue Refunding Bonds, Series 2024C (the “**Series 2024C Bonds**”), its Taxable First Subordinate Lien Revenue Refunding Bonds, Series 2024D (the “**Series 2024D Bonds**”), and collectively with the Series 2024A Bonds, the Series 2024B Bonds, and the Series 2024C Bonds, the “**Bonds**”). The Series 2024A Bonds were issued pursuant to the terms of a Master Trust Indenture dated as of January 1, 1999, by and between the Authority and U.S. Bank Trust Company, National Association (as successor in trust to U.S. Bank National Association), as trustee (the “**Trustee**”), as previously amended and supplemented (the “**Master Indenture**”), and as further amended and supplemented by that certain Fifteenth Supplemental Trust Indenture, dated as of _____, 2024 by and between the Authority and the Trustee (the “**Fifteenth Supplemental Trust Indenture**”). The Series 2024B Bonds were issued pursuant to the terms of the Master Trust Indenture, as further amended and supplemented by that certain Sixteenth Supplemental Trust Indenture dated as of _____, 2024 by and between the Authority and the Trustee (the “**Sixteen Supplemental Trust Indenture**”). The Series 2024C Bonds were issued pursuant to the terms of the Master Trust Indenture, as further amended and supplemented by that certain Seventeenth Supplemental Trust Indenture dated as of _____, 2024 and between the Authority and the Trustee (the “**Seventeenth Supplemental Trust Indenture**”). The Series 2024D Bonds were issued pursuant to the terms of the Master Trust Indenture, as further amended and supplemented by that certain Eighteenth Supplemental Trust Indenture dated as of _____, 2024 by and between the Authority and the Trustee (the “**Eighteenth Supplemental Trust Indenture**”, and together with the Fifteenth Supplemental Trust Indenture, the Sixteenth Supplemental Trust Indenture, and the Seventeenth Supplemental Trust Indenture, the “**Indenture**”).

The Authority, POLB and POLA hereby covenant as follows:

SECTION 1. Purpose of the Certificate. This Certificate is being executed and delivered by the Authority, POLB and POLA for the benefit of the Owners and Beneficial Owners (as defined below) of the Bonds and in order to assist the Underwriters (as defined below) in complying with the Rule (as defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture and the Official Statement (as defined below), which apply to any capitalized terms used in this Certificate unless otherwise defined in this Section, the following capitalized terms have the following meanings:

“**1999 Bonds**” means the Authority’s: (i) Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Bonds, Series 1999A, (ii) Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Bonds, Series 1999B, (iii) Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Bonds, Series 1999C, and (iv) Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Bonds, Series 1999D.

“**2004 Bonds**” means the Authority’s: (i) Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Bonds, Series 2004A, and (ii) Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Bonds, Series 2004B.

“**Annual Report**” means the annual report filed by the Authority pursuant to, and as described in, Section 3 and 4 of this Certificate.

“**Beneficial Owner**” means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Commission**” means the Securities and Exchange Commission, or any successor body thereto.

“**Dissemination Agent**” means any person appointed in writing by the Authority to act as the Authority’s agent in complying with the filing requirements of the Rule. As of the date of this Certificate, the Authority has not appointed a Dissemination Agent.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosure (<http://emma.msrb.org>) or any other dissemination agent or conduit required, designated or permitted by the Commission.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Filing Date**” has the meaning given to it in Section 3(a) of this Certificate.

“**Financial Obligation**” means a: (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“**Listed Events**” means any of the events listed in Section 5 of this Certificate.

“**MSRB**” means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Exchange Act, or any other entity designated or authorized by the Commission to receive reports pursuant to the Rule.

“**Official Statement**” means the final official statement dated January __, 2024, of the Authority relating to the Bonds.

“**Rule**” means Rule 15c2-12(b)(5) adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“**Underwriters**” means the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds on the effective date of this Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Authority, on behalf of itself and POLB and POLA, must, or must cause the Dissemination Agent to, not later than April 1 (or June 1, with respect to POLB’s obligations under this Certificate, on and after the date that the 1999 Bonds and the 2004 Bonds are no longer Outstanding) of each year in which any of the Bonds are outstanding (the “**Filing Date**”), commencing April 1, 2024, with respect to the report for the fiscal year ending in 2022, provide an Annual Report consistent with the requirements of Section 4 of this Certificate. Each Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as

provided in Section 4 of this Certificate; provided that the audited financial statements of the Authority, POLB and POLA may be submitted separately from the balance of such Annual Report and later than the date required above for the filing of such Annual Report if they are not available by that date.

(b) Not later than 15 Business Days prior to the Filing Date, the Authority must provide such Annual Report to the Dissemination Agent (if one has been appointed). If the Authority is unable to file such Annual Report with the MSRB through EMMA by the Filing Date, the Authority must file a notice with the MSRB through EMMA in substantially the form of Exhibit A to this Certificate.

(c) POLB and POLA must each provide to the Authority:

(i) Not later than March 1 (or May 1, with respect to POLB's obligations under this Certificate, on and after the date that the 1999 Bonds and the 2004 Bonds are no longer Outstanding) after the end of each of its respective fiscal years, commencing with the fiscal year ending in 2022, the applicable information described in Section 4(b) and Section 4(c) of this Certificate.

(ii) At any other time any information requested by the Authority with respect to other disclosure obligations.

(iii) Prompt notice of any change in POLB's or POLA's, as applicable, fiscal year.

(iv) Notice of each of the following, as applicable, in sufficient time for the Authority to meet its obligations under Section 5 of this Certificate: (i) any bankruptcy, insolvency, receivership or similar event of POLB or POLA, (ii) the consummation of any merger, consolidation or acquisition involving POLB or POLA, (iii) the sale of all or substantially all of the assets of POLB or POLA other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, and/or (iv) the appointment of a receiver, fiscal agent or similar officer for POLB or POLA in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of POLB or POLA, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision over substantially all of the assets or business of POLB or POLA.

(v) Prompt notice that the obligation of POLB or POLA, as the case may be, under this Certificate has been assumed in full by some other entity and evidence that such entity is responsible for compliance with this Certificate in the same manner as if it were POLB or POLA, as the case may be.

(d) If the Authority's fiscal year changes or the Authority receives notice from POLB or POLA that POLB's or POLA's fiscal year changed, the Authority will give notice of such change in the same manner as for a Listed Event under Section 5 of this Certificate.

(e) The Dissemination Agent (if one has been appointed) must (i) determine each year prior to the Filing Date and (ii) file a report with the Authority certifying that the Annual Report has been filed with the MSRB through EMMA pursuant to this Certificate, stating the date it was provided.

SECTION 4. Content of Annual Reports. The Annual Reports must contain or include by reference the following:

(a) Information Relating to the Authority.

(i) The audited financial statements of the Authority for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority's audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of the Authority, the Annual Report must contain or include by reference (i) for the most recently completed calendar year, as described in the Appendix A to the Official Statement under the heading "THE RAIL CORRIDOR AND RELATED PROJECTS - Maintenance and Operation of the Rail Corridor - M & O Charges," the Monthly Amount (as defined in the Official Statement) and the amount the Railroads (as defined in the Official Statement) paid for insurance premiums, and (ii) information for the most recently completed fiscal year or calendar year, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement:

(I) Table 1 – "Alameda Corridor Transportation Authority – Outstanding Senior Lien, First Subordinate and Second Subordinate Lien Bonds;"

(II) Table 5 – "Schedule of Use Fees;"

(III) Table 6 – "Use Fees and Container Charges;"

(IV) Table 7 – "Ports of Long Beach and Los Angeles and Authority Container Throughput" (providing only the Authority information for the most recently completed calendar year);

(V) Table 8 – "Alameda Corridor Transportation Authority – Container Charges and Use Fees;"

(VI) Table 9 – "Alameda Corridor Transportation Authority – Container Charge and Use Fee Revenue"

(VII) Table 10 – "Alameda Corridor Transportation Authority – Statements of Revenues, Expenses and Changes in Net Position;"

(VIII) Table 11 – "Historical Authority Revenue Debt Service Coverage."

(IX) Table 13 – "Historical Dedicated Revenue Debt Service Coverage."

(b) Information Relating to POLB.

(i) The audited financial statements of POLB for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If POLB's audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the final official statement relating to the Bonds, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of POLB, the Annual Report must contain or include by reference (i) the outstanding principal amount of POLB's Harbor Revenue Bonds and (ii) information for the most recently completed fiscal year, calendar year or twelve month period, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement :

- (I) Table C-1 – “Port of Long Beach - Operating Revenues;”
- (II) Table C-2 – “Port of Long Beach - Leading Revenue Producers;”
- (III) Table C-3 – “Port of Long Beach - Revenue Tonnage and TEU Summary;”
- (IV) Table C-4 – “Port of Long Beach - Revenue Tonnage by Cargo Type;”
- (V) Table C-5 – “Port of Long Beach - Container Traffic” (providing only the information for the most recently completed calendar year);
- (VI) Table C-6 – “Port of Long Beach - Container Traffic” (providing only the information for the most recently completed POLB fiscal year); and
- (VII) Table C-7 – “Port of Long Beach - Comparative Summary of Statements of Revenues and Expenses.”

(c) Information Relating to POLA.

(i) The audited financial statements of POLA for the Fiscal Year most recently ended, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If POLA's audited financial statements are not available by the Filing Date, the Annual Reports must contain unaudited financial statements in a format similar to the financial statements contained in the final official statement relating to the Bonds, and the audited financial statements must be filed in the same manner as the Annual Reports when they become available.

(ii) To the extent not included in the audited financial statements of POLA, the Annual Report must contain or include by reference (i) the outstanding principal amount of POLA's Parity Obligations (as defined in the Official Statement) and (ii) information for the most recently completed fiscal year or calendar year, as applicable, in form and substance substantially similar to the information in the following tables set forth in the Official Statement:

- (I) Table B-1 – “Major Permittees (Tenants) of the Port of Los Angeles;”
- (II) Table B-2 – “Port of Los Angeles - Summary of Revenues, Expenses and Net Assets;”
- (III) Table B-3 – “Port of Los Angeles - Revenue Tonnage by Cargo Type;”
- (IV) Table B-4 – “Port of Los Angeles - Container Traffic” (providing only the information for the most recently completed calendar year);
- (V) Table B-5 – “Port of Los Angeles - Container Traffic” (providing only the information for the most recently completed POLA fiscal year); and
- (VI) Table B-6 – “Port of Los Angeles - Shipping Revenue Breakdown.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements or other disclosure documents of debt issues of the Authority, POLB, POLB or related public entities, which have been filed with the MSRB through EMMA or the Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Authority must clearly identify each such other document so included by reference. The contents, presentation and format of the Annual Reports may be modified from time to time as determined in the judgment of the Authority to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the Authority, POLB or POLA or to reflect changes in the business, structure, operations, legal form of the Authority, POLB or POLA or any mergers, consolidations, acquisitions or dispositions made by or affecting the Authority, POLB or POLA; provided that any such modifications must comply with the requirements of the Rule.

SECTION 5. Reporting of Listed Events.

(a) The Authority must file, in a timely manner, but not more than ten (10) business days after its occurrence, with the MSRB through EMMA, notice of the occurrence of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
- (vi) Tender offers;

- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the Authority, POLA or POLB; or
- (x) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Authority, POLA or POLB, any of which reflect financial difficulties.

Note for purposes of the event described in subsection (ix) of this Section 5, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for the Authority, POLB or POLA in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, POLB or POLA, as applicable, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision over substantially all of the assets or business of the Authority, POLB or POLA, as applicable.

(b) the Authority must give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten (10) business days after the occurrence of the event:

- (i) Unless described in Section 5(a)(v), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) Modifications to rights of Bond holders;
- (iii) Optional, unscheduled or contingent Bond calls;
- (iv) Release, substitution, or sale of property securing repayment of the Bonds;
- (v) Non-payment related defaults;
- (vi) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (vii) Appointment of a successor or additional trustee or the change of name of a trustee for the Bonds; or
- (viii) Incurrence of a Financial Obligation of the Authority, POLA or POLB, or agreement to covenants, events of default, remedies, priority rights or other similar items of a Financial Obligation of the Authority, POLA or POLB, any of which affect security holders.

(c) Whenever (i) the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(a) or (ii) the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) and has determined that knowledge of the occurrence of such a Listed Event would be material under applicable federal securities laws, the Authority must promptly report the occurrence pursuant to subsection (d) of this Section 5.

(d) the Authority must file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB, with a copy to the Authority.

SECTION 6. Termination of Reporting Obligation. The Authority's, POLB's and POLA's obligations under this Certificate will terminate upon the defeasance, prior redemption or payment in full of all of the Bonds or when the Authority, POLB or POLA, as the case may be, is otherwise no longer an obligated person within the meaning of the Rule with respect to the Bonds. If the Authority's, POLB's or POLA's, as the case may be, obligations under this Certificate are assumed in full by some other entity, such person is responsible for compliance with this Certificate in the same manner as if it were the Authority, POLB or POLA, as the case may be, and the Authority, POLB or POLA, as the case may be, will have no further responsibility under this Certificate. The Authority must provide timely notice to the MSRB of the termination of the Authority's, POLB's or POLA's, as the case may be, obligations under this Certificate pursuant to an assumption of its or their obligations under this Certificate.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing sixty (60) days written notice to the Authority. The Dissemination Agent is not responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Certificate, the Authority, POLB and POLA may amend this Certificate, and any provision of this Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), Section 4, or Section 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertakings, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners of the Bonds, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Certificate, the Authority must describe such amendment in its next Annual Report, and include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the

Authority. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change must be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made must present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this certificate may be deemed to prevent the Authority, POLB or POLA from disseminating any other information, including the information then contained in the Authority's, POLB's or POLA's official statements or other disclosure documents relating to debt issuance, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Report notice of occurrence of a Listed Event, in addition to that which is required by this Certificate. If the Authority, POLB or POLA chooses to include any information in any Annual Report or notice of occurrence of Listed Event in addition to that which is specifically required by this Certificate, neither the Authority, POLB nor POLA will have any obligation under this Certificate to update such information or include it in any future Annual Report or notice of a Listed Event.

SECTION 10. Documents Provided to the MSRB. All documents provided to the MSRB must be in electronic format and accompanied by identifying information, all as prescribed by the MSRB. Notice of the Listed Events described in Section 5 need not be given under this Section any earlier than the notice of the underlying event is given to Holders of the Bonds pursuant to the Indenture.

SECTION 11. Default. In the event of a failure of the Authority, POLB or POLA to comply with any provision of this Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority, POLB or POLA, as the case may be, to comply with its obligations under this Certificate. A default under this Certificate will not be deemed an Event of Default under the Indenture, and the sole and exclusive remedy under this Certificate in the event of any failure of the Authority, POLB or POLA to comply with this Certificate will be an action to compel performance, and no person or entity will be entitled to recover monetary damages under this Certificate.

SECTION 12. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent will have only such duties as are specifically set forth in this Certificate, and the Authority agrees, to the extent permitted by law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Authority under this Section will survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Beneficiaries. This Certificate will inure solely to the benefit of the Authority, POLB, POLA, the Dissemination Agent, the Underwriters, the Owners and Beneficial Owners from time to time of the Bonds, and creates no rights in any other person or entity.

SECTION 14. Counterparts. This Certificate may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

SECTION 15. Governing Law. This Certificate is governed by the laws of the State of California and the federal securities laws.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Continuing Disclosure Certificate to be executed as of the date first above written.

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY

By: _____
Kevin Scott
Chief Executive Officer

ATTEST:
By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:
By: _____
Name: _____
Title: Co-General Counsel
Date: _____

CITY OF LONG BEACH, acting by and through its
Board of Harbor Commissioners

By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:
By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOS ANGELES, acting by and through its
Board of Harbor Commissioners

By: _____
Name: _____
Its: _____

The foregoing document is hereby approved as to form:
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

FORM OF NOTICE OF FAILURE TO FILE ANNUAL REPORT

Obligated Person: Alameda Corridor Transportation Authority

Name of Issue: Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2024A

Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2024B

Alameda Corridor Transportation Authority Tax-Exempt First Subordinate Lien Revenue Refunding Bonds, Series 2024C

Alameda Corridor Transportation Authority Taxable First Subordinate Lien Revenue Refunding Bonds, Series 2024D

Issuance Date: January __, 2024

NOTICE IS HEREBY GIVEN that the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY (the “**Authority**”) has not provided an Annual Report with respect to the above named Bonds as required by Section 3 of the Continuing Disclosure Certificate dated as of _____, executed and delivered by the Authority; the City of Long Beach, acting by and through its Board of Harbor Commissioners; and the City of Los Angeles, acting by and through its Board of Harbor Commissioners.

Dated: _____

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY

By: _____
Title: _____

Transmittal 3

LETTER OF REPRESENTATION

[], 2024

J.P. Morgan Securities LLC,
as Representative of the Underwriters
560 Mission Street, Floor 3
San Francisco, California 94105

Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

Ladies and Gentlemen:

The Alameda Corridor Transportation Authority (the “Authority”) proposes to issue its Alameda Corridor Transportation Authority Tax-Exempt Senior Lien Revenue Refunding Bonds, Series 2024A (the “Series 2024A Bonds”), its Alameda Corridor Transportation Authority Taxable Senior Lien Revenue Refunding Bonds, Series 2024B (the “Series 2024B Bonds”), its Alameda Corridor Transportation Authority Tax-Exempt Subordinate Lien Revenue Refunding Bonds, Series 2024C (the “Series 2024C Bonds”), its Alameda Corridor Transportation Authority Taxable Subordinate Lien Revenue Refunding Bonds, Series 2024D (the “Series 2024D Bonds” and together with the Series 2024A Bonds, the Series 2024B Bonds and the Series 2024C Bonds, the “Bonds”), pursuant to a Master Trust Indenture, dated as of January 1, 1999 (the “Master Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture and the Fourth Supplemental Trust Indenture, each dated as of January 1, 1999, the Fifth Supplemental Trust Indenture, dated as of June 1, 2003, the Sixth Supplemental Trust Indenture and the Seventh Supplemental Trust Indenture, each dated as of February 1, 2004, the Eighth Supplemental Trust Indenture, dated as of June 1, 2012, the Ninth Supplemental Trust Indenture, dated as of February 1, 2013, the Tenth Supplemental Trust Indenture and the Eleventh Supplemental Trust Indenture, each dated as of May 1, 2016, the Twelfth Supplemental Trust Indenture, the Thirteenth Supplemental Trust Indenture and the Fourteenth Supplemental Trust Indenture, each dated as of July 1, 2022, (collectively, the “Prior Supplemental Indentures”) and by the Fifteenth Supplemental Trust Indenture, the Sixteenth Supplemental Trust Indenture, the Seventeenth Supplemental Trust Indenture and the Eighteenth Supplemental Trust Indenture, each to be dated as of [], 2024 (the “Fifteenth Supplemental Trust Indenture”, the “Sixteenth Supplemental Trust Indenture”, the “Seventeenth Supplemental Trust Indenture” and the “Eighteenth Supplemental Trust Indenture”, respectively, and the Master Indenture, as supplemented and amended by the Prior Supplemental Indentures and by the Fifteenth Supplemental Trust Indenture, the Sixteenth Supplemental Trust Indenture, the Seventeenth Supplemental Trust Indenture and the Eighteenth Supplemental Trust Indenture, the “Indenture”), each between the Authority and U.S. Bank Trust Company, National Association (or its predecessor-in-interest), as trustee (the “Trustee”).

The Authority, BNSF Railway Company (“BNSF”), the Union Pacific Railroad Company (“Union Pacific” and together with BNSF, the “Railroads”), the City of Los Angeles, acting by

and through its Board of Harbor Commissioners (the “Port of Los Angeles”), and the City of Long Beach, acting by and through its Board of Harbor Commissioners (the “Port of Long Beach” and together with the Port of Los Angeles, the “Ports”), have entered into that certain Amended and Restated Alameda Corridor Use and Operating Agreement, dated as of December 15, 2016 (the “Use and Operating Agreement”), pursuant to which the Railroads have agreed to pay certain fees and charges for the use of the Rail Corridor and the Ports have agreed to make certain Shortfall Advances on the terms and subject to the conditions set forth therein. Certain revenues and other moneys to be derived by the Authority in connection with the Use and Operating Agreement are being pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds are being sold pursuant to one or more Bond Purchase Agreements, of even date herewith (the “Purchase Agreements”), between the Authority and J.P. Morgan Securities LLC, as representative (the “Representative”) of the Underwriters named therein.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreements or in the Use and Operating Agreement, as applicable.

1. To induce the Authority and the Representative to enter into the Purchase Agreements and the Underwriters to purchase and reoffer the Bonds as contemplated in the Purchase Agreements, the Port of Los Angeles hereby represents and agrees with each of you as follows:

(a) the information relating to the Port of Los Angeles in the Preliminary Official Statement of the Alameda Corridor Transportation Authority relating to the Bonds, dated [], 2024, [as amended prior to the date hereof] (the “Preliminary Official Statement”), and in the Official Statement relating to the Bonds, to be dated on or about [], 2024, as the same may be amended or supplemented (the “Official Statement”), under the headings [“THE PORTS,” “CONTINUING DISCLOSURE—The Authority and the Ports” and “AUTHORITY REVENUES—Cargo Throughput and Revenue Collections”] in Appendix A and in Appendix B, has been provided to the Authority by the Port of Los Angeles for use in the Preliminary Official Statement and the Official Statement and was or is, as of its date, and will be, as of the Closing Date, true and correct, and such information includes certain financial statements and other historical information with respect to the Port of Los Angeles, which fairly present the financial position of the Port of Los Angeles as of the dates indicated and the results of its operations, for the periods therein specified, and are in conformity with generally accepted accounting principles applicable to the Port of Los Angeles applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Port of Los Angeles since the date thereof;

(b) since the date of the Port of Los Angeles’s audited financial statements included in the Preliminary Official Statement and in the Official Statement, neither the Port of Los Angeles nor any of its divisions has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement; and there has not been any material adverse change affecting the financial position or results of operations of Port of Los Angeles, otherwise than as disclosed in the Preliminary Official Statement and in the Official Statement;

(c) the City of Los Angeles has been duly incorporated and is a validly existing charter city under the laws of the State of California, with power and authority vested in its Board of Harbor Commissioners to manage its properties, and to conduct its business as described in the Preliminary Official Statement and in the Official Statement;

(d) this Letter of Representation and the Continuing Disclosure Certificate have been duly authorized, and have been or will be executed and delivered by the Port of Los Angeles and, assuming the due execution and delivery thereof by the other parties thereto, as applicable, constitute or will constitute the legal, valid and binding obligations of the Port of Los Angeles enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought; and the Use and Operating Agreement and the Use Permit (collectively, the "Port Agreements") constitute legal, valid and binding obligations of the Port of Los Angeles enforceable in accordance with their terms, except to the extent that enforceability is subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and remedies generally and to the application of equitable principles where equitable remedies are sought;

(e) the execution and delivery by the Port of Los Angeles of this Letter of Representation and the Continuing Disclosure Certificate, the performance by the Port of Los Angeles of its obligations hereunder and under the Continuing Disclosure Certificate and the Port Agreements, and the consummation of the transactions herein and therein contemplated do not and will not (i) conflict with any of the terms, conditions or provisions of the Charter of the City of Los Angeles, or (ii) conflict with, result in a material breach of or constitute a material default under any of the terms or conditions of any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Port of Los Angeles is a party, or any laws, judgment, decree, rules or regulations applicable to Port of Los Angeles of any court or other governmental body or any other applicable requirement of law, except for conflicts, breaches or defaults which, individually or in the aggregate, would not materially and adversely affect the Port of Los Angeles's ability to perform its obligations under this Letter of Representation, the Continuing Disclosure Certificate and the Port Agreements; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body was or is required for the execution and delivery of, and performance by the Port of Los Angeles of its obligations under this Letter of Representation, the Continuing Disclosure Certificate and the Port Agreements or the consummation by the Port of Los Angeles of the transactions contemplated herein or therein;

(f) there are no legal or governmental proceedings pending to which the Port of Los Angeles or any of its divisions is a party or of which any property of the Port of Los Angeles or any of its divisions is the subject, which the Port of Los Angeles has reasonable cause to believe will, either individually or in the aggregate, have a material adverse effect on the current or future financial position or results of operations of the Port of Los Angeles; and, to the best of the Port of Los Angeles's knowledge, no such proceedings are threatened by governmental authorities or threatened by others;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the Port of Los Angeles's knowledge, threatened against the Port of Los Angeles contesting or affecting the powers of the Port of Los Angeles with respect to, or the validity or enforceability of, or any authority for, this Letter of Representation, the Continuing Disclosure Certificate or the Port Agreements;

(g) the Port of Los Angeles is not in material breach of or in material default under any of the Port Agreements, and to its knowledge, the Port of Los Angeles is not in material breach of or in material default under any loan agreement, note, bond, resolution, indenture, agreement or other instrument to which the Port of Los Angeles is, or on or after the date of the Closing will be, a party or to which the Port of Los Angeles or any of its properties or assets is otherwise subject, and no event has occurred and is continuing that constitutes or that, with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default under any such agreement, law, regulation or instrument.

2. The Port of Los Angeles will undertake, pursuant to the Use and Operating Agreement and the Continuing Disclosure Certificate, to provide certain annual financial and operating information and to provide notices upon the occurrence of certain enumerated events. The form of this undertaking is set forth in the Continuing Disclosure Certificate included as Appendix H in the Preliminary Official Statement and in the Official Statement. During the previous five years, the Port of Los Angeles has not failed to comply in any material respect with any of its previous undertakings under Rule 15c2-12.

3. The Port of Los Angeles acknowledges and agrees that (i) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as the agents or fiduciaries of the Port of Los Angeles; (ii) the Underwriters have not assumed a fiduciary responsibility in favor of the Port of Los Angeles with respect to: (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliates of the Underwriters, have advised or are currently advising the Port of Los Angeles on other matters) or (b) any other obligation to the Port of Los Angeles except the obligations expressly set forth in the Purchase Agreements and in this Letter of Representation; and (iii) the Port of Los Angeles has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

4. The Port of Los Angeles hereby approves the Authority's obtaining of one or more debt service reserve surety policies, at the Authority's option and as permitted by the Indenture, in lieu of funding the Debt Service Reserve Account for some or all of the Bonds with bond proceeds, by obtaining one or more surety policies from a surety provider whose credit rating is at least "A" or better from at least one nationally recognized rating agency, notwithstanding the provisions of Section 7.3(k) of the Use and Operating Agreement, or any other provision thereof.

5. At the Closing, the Port of Los Angeles shall cause to be delivered to you the opinion of counsel to the Port of Los Angeles referred to in Paragraph [10(d)(xiii)] of each Purchase Agreement.

6. No representation or covenant herein shall be deemed to be the representation or covenant of any official, officer, agent or employee of the Port of Los Angeles in his or her individual capacity.

[Signatures on following page]

Very truly yours,

**THE CITY OF LOS ANGELES,
BY ITS BOARD OF HARBOR
COMMISSIONERS**

By: _____
Title:

Accepted as of the date hereof:

J.P. Morgan Securities LLC

On its own behalf and as Representative of
RBC Capital Markets, LLC
Goldman Sachs & Co. LLC
Samuel A. Ramirez & Co., Inc.
Siebert Williams Shank & Co., LLC

By: _____
Name: Michael Carlson
Title: Managing Director

Alameda Corridor Transportation Authority

By: _____
Name: Michael Leue
Title: Chief Executive Officer

[Signature Page to POLA Letter of Representation]

Transmittal 4

THE PORT OF LOS ANGELES

[Subject to update]

Port of Los Angeles (“POLA”) is obligated to make certain payments required by the Operating Agreement (as defined in the front part of this Official Statement) and is not responsible for paying, and is not guaranteeing the payment of, the principal or accreted value of (as applicable), premium, if any, or interest on the Bonds (including, the Series [2024] Bonds) (as such terms are defined in the front part of this Official Statement). The Bonds are not secured by a lien on any properties or improvements of the City of Los Angeles or of POLA, or by a pledge of any revenues of POLA. See [“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Limited Obligations”] in the front part of this Official Statement. Under certain circumstances and as described in the front part of this Official Statement under the headings captioned [“AUTHORITY REVENUES—Shortfall Advances and Other Port Advances”] and [“BONDHOLDERS’ RISKS—Shortfall Advances are Limited, Subordinate Obligations of the Ports”], the Operating Agreement requires POLA and POLB (as defined herein), severally and not jointly, to make Shortfall Advances (as defined in the front part of this Official Statement), the payment of which is a limited obligation payable equally by POLA and POLB and each port is not required to make Shortfall Advances that should have been paid by the other port. Pursuant to the Operating Agreement, POLA has agreed that it will include in its budget, Shortfall Advances of which it has notice, but POLA is not required to reserve or to set aside any funds, and the payment of Shortfall Advances by POLA is payable after all of POLA’s other obligations, including operation and maintenance costs, have been paid.

The information about POLA in this Official Statement was provided by POLA. The Authority makes no representation concerning such information.

General

The Harbor Department of the City of Los Angeles (the “LA Harbor Department”) is a proprietary, independent department of the City of Los Angeles similar to the Los Angeles Department of Water and Power and the Los Angeles Department of Airports. The LA Harbor Department operates POLA independently from the City of Los Angeles, using POLA’s own revenues, and administers and controls its fiscal activities by and through the Los Angeles Board of Harbor Commissioners (the “POLA Board”), subject to oversight by the City Council of the City of Los Angeles. The City of Los Angeles holds in trust and the LA Harbor Department administers POLA’s facilities, located in San Pedro Bay, approximately 20 miles south of downtown Los Angeles.

POLA has three major continuing sources of revenue: shipping revenue, which is a function of cargo throughput; revenue from the rental of POLA’s land and buildings (i.e., revenue from permit and lease agreements); and the smallest component, fee and royalty revenue.

POLA operates as a landlord, issuing permits for the use of POLA land, docks, wharves, transit sheds, terminals and other facilities. POLA also is landlord to various shipyards, fish markets, ocean-related entities (i.e., fisheries and ship repair), railroads, restaurants and other similar operations. These arrangements are entered into under various lease and permit agreements. Under the permit agreements the occupants agree to pay tariffs or fees established by POLA. Permittees are generally shipping or terminal companies, agents or other private firms. POLA has no direct role in managing the daily movements of cargo. POLA also recovers its costs of providing services and improvements through tariff charges for shipping services.

Most of the property on which POLA’s land, docks, wharves, transit sheds, terminals and other facilities are located is owned by the City of Los Angeles and administered by POLA, subject to a trust

created pursuant to certain tideland grants from the State. These tidelands were granted to the City of Los Angeles under the State Tidelands Trust Act by the California State Legislature in 1911 for the purpose of promoting commerce, navigation and fishery. Subsequent state legislative action expanded the permitted uses of tidelands to include maritime commerce, fishing, navigation and recreation and environmental activities that are water-oriented and are intended to be of statewide benefit. Certain additional requirements and restrictions are imposed by the tidelands grants, including limitations on the sale and long-term leasing of tidelands and limitations on the use of funds generated from the tidelands and tidelands trust assets.

Under the tidelands trusts, funds from the tidelands may be transferred to the City of Los Angeles's General Fund only for tidelands trust purposes and may not be transferred to the City General Fund for general municipal purposes. All amounts in the Los Angeles Harbor Revenue Fund (as defined below) are subject to the tidelands trust use restrictions. POLA does not expect that restrictions on the use of tidelands or with respect to tidelands funds will materially adversely affect POLA's operations or finances of POLA. Tideland grants and terms of the tidelands trusts are subject to amendment or revocation by the California Legislature, as grantor of the trust and as representative of the beneficiaries (the people of the State).

According to [____], during calendar year 2023, POLA was the busiest container port in North America in terms of cargo volume, handling approximately [__] million TEUs. A "TEU" is a unit of cargo capacity often used to describe the capacity of container ships and container terminals and is based on the volume of a 20-foot long shipping container, a standard sized metal box which can be easily transferred between different modes of transportation, such as ships, trains and trucks. According to the Pacific Merchant Shipping Association (the "PMSA"), POLA and the Port of Long Beach ("POLB"), combined, handled approximately [__] million TEUs during calendar year 2023, as compared to approximately [19.0] million TEUs during calendar year 2022.

Physical Description and Geography

POLA is located in the San Pedro Bay, approximately 20 miles south of downtown Los Angeles. POLA's facilities lie within the shelter of a nine-mile-long breakwater constructed by the federal government in several stages, the first of which commenced in 1899. The breakwater encloses the largest man-made harbor in the western hemisphere. POLA operates primarily as a landlord, as opposed to an operating port. POLA's docks, wharves, transit sheds, and terminals are leased to shipping or terminal companies, agents, and to other private firms. Although POLA owns these facilities, it has no direct hand in managing the daily movement of cargo. POLA is a landlord to close to [300] entities. In addition to major terminal operators, other tenants include marinas, commercial fishing operations, cruise operations, restaurants, and recreational facilities. The major sources of income for POLA are from shipping services (wharfage, dockage, pilotage, space assignment charges, [etc.]), rentals, fees, concessions, and royalties. It currently serves approximately [80] shipping companies and agents with facilities that include [270] berthing facilities along 43 miles of waterfront. In terms of its size and volume, POLA is one of the world's largest and busiest ports. POLA encompasses approximately 7,500 acres (4,300 acres of land and 3,200 acres of water). POLA is a deep-water port with a depth of 53 feet in its main channel and at the bulk loader and supertanker channels. Two major railroads serve POLA (Union Pacific Railroad Company ("Union Pacific") and BNSF Railway Company). POLA lies at or near the terminus of two major interstate freeways, the I-110 and the I-710, within the Los Angeles area freeway system. Subsurface pipelines link POLA to major refineries and petroleum distribution terminals within the Los Angeles Basin. POLA handles the largest volume of containerized cargo of all United States ports, and additionally ranks as number one in cargo value for United States waterborne foreign traffic. POLA's major trading partners, concentrated along the Pacific Rim, include [China/Hong Kong, Japan, South Korea, Taiwan, and Vietnam]. Cargo to and from these countries represents the bulk of the total value of all cargo shipped through POLA. POLA currently has the capability to handle modern, deeper-draft vessels. POLA's

channels have moderate maintenance requirements because there is no major river source of sand or silt coming into the harbor.

Many of the container terminal operators located at POLA utilize the Intermodal Container Transfer Facility (the “ICTF”), a specialized rail yard for the transfer of containers to and from trucks and railcars, located five miles from POLA. The ICTF was financed and constructed by Southern Pacific Transportation Company and the Intermodal Container Transfer Facility Joint Powers Authority, a joint powers authority organized by POLA and POLB. The ICTF is operated by Union Pacific under a long-term lease agreement.

POLA’s major permittees (tenants) as of June 30, 2023 are listed in Table B-1 below.

TABLE B-1

**MAJOR PERMITTEES (TENANTS) OF THE PORT OF LOS ANGELES
(In Alphabetical Order)
(As of June 30, 2023)**

* Eagle Marine Services, Ltd. was rebranded to Fenix Marine Services, Ltd. in late 2018.

** The Yang Ming Marine Transport Corporation / Yang Ming Transport LTD. permit expired October 10, 2021.

Effective October 11, 2021, a successor permit was awarded to Everglades Company Terminal, Inc.

Source: *POLA*

POLA sets tariff charges for, among other things, wharfage, dockage, storage, pilotage, land usage, passenger fees and demurrage applicable to all ships and cargo using POLA-owned property and necessary for the orderly movement of cargo. POLA and all other California public ports control and determine their

own individual tariff structures. However, the ports cooperate in setting tariff rates through membership in the California Association of Port Authorities (“CAPA”). One of CAPA’s goals is to establish and maintain reasonable and, as far as practicable, uniform terminal rates, charges, classifications, rules and regulations for the handling and movement of domestic and foreign waterborne cargo. These tariff provisions cover, among other things, space assignments at marine terminal facilities, as well as other miscellaneous terminal charges necessary for the orderly movement of cargo. CAPA’s goal is to permit California ports to obtain an adequate return-on-investment to facilitate the necessary maintenance, expansion and improvement of marine facilities. CAPA is exempt from federal antitrust laws, thereby allowing for this cooperative rate setting.

Source of Funds for Payment of Shortfall Advances

As discussed herein and in the front part of this Official Statement, pursuant to the Operating Agreement, POLA is obligated to include in its budget each fiscal year an amount equal to the amount of projected Shortfall Advances for such fiscal year that has been forecasted by the Authority and for which due notice thereof has been provided to POLA by the Authority. The payment of Shortfall Advances by POLA is payable after all of POLA’s other obligations, including operation and maintenance costs and POLA’s debt service, are paid.

POLA has established a special reserve fund known as the “Emergency/ACTA Fund”, the purpose of which is to pay for any unexpected expense that may arise during a fiscal year, including, but not limited to, Shortfall Advances. As of June 30, 2023, approximately \$[] million is on deposit in the Emergency/ACTA Fund.

Financial and Operation Information

The Los Angeles Harbor Revenue Fund is a separate fund established by the Charter of the City of Los Angeles (the “Los Angeles Harbor Revenue Fund”). All fees, charges, rentals and revenue from every source collected by POLA in connection with its possession, management and control of the Los Angeles Harbor District and Los Angeles Harbor Assets (as such terms are defined in the Charter of the City of Los Angeles) are deposited in the Los Angeles Harbor Revenue Fund. All such moneys and revenues deposited in the Los Angeles Harbor Revenue Fund are under the direction and control of the POLA Board. POLA expends moneys in the Los Angeles Harbor Revenue Fund, from time to time, to pay operating and maintenance expenses and debt service on its outstanding indebtedness. Remaining revenues constitute surplus revenues and may be used for any lawful purposes, including, among other things, payment of Shortfall Advances.

The following Table B-2 sets forth a breakdown of POLA's operating revenues, expenses and net assets for fiscal years ended June 30, 2019 through 2023.

TABLE B-2

PORT OF LOS ANGELES
SUMMARY OF REVENUES, EXPENSES AND NET ASSETS
FISCAL YEARS ENDED JUNE 30, 2019 THROUGH JUNE 30, 2023
(in thousands of dollars)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Revenues</u>					
Shipping Services					
Wharfage	\$ 383,549	\$ 345,195	\$ 435,513	\$ 441,966	\$
Dockage	4,348	4,257	4,509	5,914	
Demurrage	202	200	207	133	
Pilotage	10,985	9,495	10,682	13,432	
Assignment Charges	<u>11,244</u>	<u>10,418</u>	<u>12,938</u>	<u>24,397</u>	
Total Shipping Services⁽¹⁾	\$ 410,328	\$ 369,565	\$ 463,849	\$ 485,842	\$
Rentals					
Land	\$ 65,291	\$ 72,099	\$ 76,475	\$ 85,092	\$
Other Rentals	<u>674</u>	<u>1,004</u>	<u>1,706</u>	<u>1,745</u>	
Total Rentals	\$ 65,965	\$ 73,103	\$ 78,181	\$ 86,837	\$
Royalties, Fees and Other Operating Revenues	<u>30,134</u>	<u>24,998</u>	<u>27,683</u>	<u>55,163</u>	
Total Operating Revenues	\$ 506,427	\$ 467,666	\$ 569,713	\$ 627,842	\$
<u>Expenses</u>					
Operating and Administrative Expenses					
Salaries and Benefits	\$ 98,062	\$ 113,342	\$ 108,646	\$ 109,778	\$
Pension Expense Adjustment	20,913	28,805	33,086	14,840	
OPEB expense ⁽²⁾	4,083	3,679	4,468	(2,208)	
City Services and Payments	45,223	48,366	45,876	45,531	
Outside Services	33,418	31,815	26,219	28,596	
Utilities	19,946	18,443	23,241	33,708	
Materials and Supplies	6,593	5,672	4,517	5,106	
Pollution Remediation Expenses	(4,106)	89	924	--	
Marketing and Public Relations	2,510	2,388	1,372	2,101	
Workers' Compensation, Claims and Settlement	193	3,272	14,255	1,712	
Clean Truck Program Expenses	3,120	1,014	752	2,613	
Travel ⁽³⁾	733	508	71	281	
Other Operating Expenses	<u>9,739</u>	<u>16,177</u>	<u>9,556</u>	<u>12,574</u>	
Total Operating and Administrative Expenses	\$ 240,427	\$ 273,570	\$ 272,983	\$ 254,632	\$
Income from Operations before Depreciation	\$ 266,000	\$ 194,096	\$ 296,730	\$ 373,210	\$
Depreciation	<u>161,977</u>	<u>158,613</u>	<u>154,295</u>	<u>147,272</u>	
Operating Income	\$ 104,023	\$ 35,483	\$ 142,435	\$ 225,938	\$
Nonoperating Revenues / (Expenses)					
Income from Investments in JPAs and Other Entities	\$ 2,596	\$ 2,461	\$ 2,243	\$ 1,513	\$
Interest and Investment Income	32,804	39,643	(2,656)	(47,744)	
Interest Expense	(1,290)	(24,707)	(21,773)	(18,962)	
Other Income and Expenses, net	<u>27,151</u>	<u>2,025</u>	<u>9,240</u>	<u>(5,125)</u>	
Net Nonoperating Revenues/(Expenses)	\$ 61,261	\$ 19,422	\$ (12,946)	\$ (70,318)	\$
Income Before Capital Contributions	\$ 165,283	\$ 54,905	\$ 129,489	\$ 155,620	\$
Capital Contributions	<u>3,523</u>	<u>3,440</u>	<u>7,116</u>	<u>11,906</u>	
Changes in Net Assets	\$ 168,807	\$ 58,345	\$ 136,605	\$ 167,526	\$
Total Net Assets - Beginning of Year	\$3,334,871	\$3,503,678	\$3,562,023	\$3,698,628	\$
Cumulative effect of change in accounting principle ⁽²⁾	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Total Net Assets - End of Year	\$3,503,678	\$3,562,023	\$3,698,628	\$3,866,154	\$

See next page for footnotes.

⁽¹⁾ For the fiscal year ended June 30, 2021, increase in shipping services revenues is, in part, attributed to the worldwide COVID-19 pandemic.

⁽²⁾ GASB Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions" ("GASB 75") establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources and expenses/expenditures. POLA implemented GASB 75 in fiscal year ended June 30, 2018. OPEB expenses incurred in prior fiscal years were recorded within "Salaries and Benefits" expense. The net position at July 1, 2017 was restated by \$23.9 million to adjust for the cumulative change in accounting principle as a result of GASB 75.

⁽³⁾ This line-item was previously named "Travel and Entertainment". For fiscal year ended June 30, 2021, decrease in "Travel" expenses is due to the worldwide COVID-19 pandemic.

⁽⁴⁾ GASB Statement No. 87, "Leases" ("GASB 87") establishes standards for the recognition of certain leased assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on payment provisions of the contract. The financial statements as of and for the year ended June 30, 2021 were restated as a result of the implementation of GASB 87. The beginning net position at July 1, 2020 was not restated due to the information to restate those amounts was not readily available and impractical to do so.

Note: TEU = twenty-foot equivalent units.

Source: POLA

The following Table B-3 provides a summary of the type and volume of cargo handled at POLA for fiscal years ended June 30, 2013 through 2023.

TABLE B-3

**PORT OF LOS ANGELES
REVENUE TONNAGE BY CARGO TYPE⁽¹⁾
FISCAL YEARS 2013 THROUGH 2023
(in thousands of metric revenue tons)**

Fiscal Year Ended June 30	General Cargo⁽²⁾	Liquid Bulk	Dry Bulk⁽³⁾	Total⁽⁴⁾	% Increase (Decrease) in Total Tonnage over Prior Year
2013	156,300	7,800	1,000	165,100	(5.6)% ⁽⁵⁾
2014	165,000	10,500	900	176,400	6.8
2015	165,100	10,300	1,400	176,800	0.2
2016	167,300	14,300	1,200	182,800	3.4
2017	184,300	13,200	600	198,100	8.4
2018	178,000	15,500	1,000	194,500	(1.8) ⁽⁶⁾
2019	193,000	13,400	900	207,300	6.6
2020 ⁽⁷⁾	170,000	12,300	700	183,000	(11.7) ⁽⁸⁾
2021	211,900	9,300	800	222,000	21.3 ⁽⁹⁾
2022	207,000	10,700	1,000	218,700	(1.5) ⁽¹⁰⁾
2023					

⁽¹⁾ Numbers are rounded.

⁽²⁾ General Cargo tonnage comprised of both TEU tonnage and non-TEU tonnage.

⁽³⁾ Dry bulk cargo includes steel slabs, sulfur, pipe, beams, scrap metal, coal, ores, cement, fertilizers and bauxite.

⁽⁴⁾ Computed on an accrual basis, adjusted for unverified amounts.

⁽⁵⁾ In October 2012, Transpacific 8, a service route jointly operated by Mediterranean Shipping Co., Maersk Line and CMA CGM, transferred from POLA to POLB and initially it impacted both cargo volume and associated revenue at POLA. POLA has since recovered from the initial impact through ongoing capital investment to enhance capacity and recent favorable movement of alliance traffic.

⁽⁶⁾ Decline is attributed to realignment and consolidation of vessel services among the shipping alliances.

⁽⁷⁾ Tonnage rounding for liquid bulk (previously rounded to 12,200) and dry bulk (previously rounded to 800) has been corrected.

⁽⁸⁾ Decline in tonnage is, in part, attributed to the economic closures related to the worldwide COVID-19 pandemic.

⁽⁹⁾ Increase in tonnage is, in part, attributed to the worldwide COVID-19 pandemic.

⁽¹⁰⁾ Decline in tonnage is, primarily attributed to stagnation after the significant increase in tonnage in the fiscal year ended June 30, 2021 attributed to the worldwide COVID-19 pandemic.

Source: POLA

The following Tables B-4 and B-5 provide information about the container traffic at POLA for calendar years 2019 through 2023 and for fiscal years ended June 30, 2019 through 2023.

TABLE B-4

**PORT OF LOS ANGELES
CONTAINER TRAFFIC
CALENDAR YEARS 2019-2023
(TEUs⁽¹⁾)**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Inbound⁽²⁾	4,714,266	4,827,040	5,513,286	4,975,735	
Outbound⁽²⁾	1,756,177	1,531,406	1,184,145	1,187,085	
Empties	<u>2,867,190</u>	<u>2,854,950</u>	<u>3,980,179</u>	<u>3,748,339</u>	
Total TEUs⁽³⁾	9,337,632	9,213,396	10,677,610	9,911,159	

⁽¹⁾ TEU counts are subject to adjustment which may occur throughout the year.

⁽²⁾ Full containers.

⁽³⁾ Totals may not sum due to rounding.

Source: POLA

TABLE B-5

**PORT OF LOS ANGELES
CONTAINER TRAFFIC
FISCAL YEARS 2019-2023
(TEUs⁽¹⁾)**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Inbound⁽²⁾	4,910,807	4,404,634	5,710,620	5,426,860	
Outbound⁽²⁾	1,860,452	1,595,607	1,447,132	1,147,140	
Empties	<u>2,916,993</u>	<u>2,560,642</u>	<u>3,721,631</u>	<u>4,089,637</u>	
Total TEUs⁽³⁾	9,688,252	8,560,882	10,879,383	10,663,637	

⁽¹⁾ TEU counts are subject to adjustment which may occur throughout the year.

⁽²⁾ Full containers.

⁽³⁾ Totals may not sum due to rounding.

Source: POLA

The following Table B-6 shows the breakdown of shipping revenues by container and non-container for the fiscal years ended June 30, 2014 through 2023. Shipping revenues are comprised of wharfage, dockage, demurrage, cranes, pilotage, assignment charges, and storage.

TABLE B-6
PORT OF LOS ANGELES
SHIPPING REVENUE BREAKDOWN⁽¹⁾
FISCAL YEARS ENDED JUNE 30, 2014-2023

Fiscal Year Ended June 30	Total Shipping Revenues (000s)	Container Shipping Revenues (000s)	TEUs (000s)	Container Shipping Revenue Per TEU	Non-Container Shipping (000s)	Non-Container Tons (000s)	Non-Container Shipping Revenue Per Ton
2014	\$377,200	\$335,700	8,210	\$ 40.89	\$ 41,500	14,900	\$ 2.79
2015	364,900	325,500	8,191	39.74	39,400	15,100	2.61
2016	368,500	324,100	8,391	38.62	44,400	18,500	2.40
2017	398,300	351,800	9,206	38.21	46,500	17,300	2.69
2018 ⁽²⁾	405,300	353,600	9,170	38.56	51,700	19,500	2.65
2019	410,300	358,800	9,688	37.04	51,500	17,000	3.03
2020	369,600	323,300	8,560	37.77	46,300	14,500	3.19
2021 ⁽³⁾	463,800	421,400	10,879	38.74	42,400	12,800	3.31
2022 ⁽³⁾	485,800	422,300	10,664	39.60	63,500	13,700	4.64
2023							

⁽¹⁾ Numbers are rounded.

⁽²⁾ Non-Container Shipping Revenue was previously recorded as \$51,800 (in thousands) and stated as such in POLA's previous annual continuing disclosure reports (the "Prior Reports"). As a result, Non-Container Shipping Revenue Per Ton was adjusted from \$2.66 (in the Prior Reports) to \$2.65.

⁽³⁾ Increase in shipping revenues is, in part, attributed to the worldwide COVID-19 pandemic.

Note: TEU = twenty-foot equivalent units.

Source: POLA

The following Table B-7 shows a breakdown of total TEUs by country of origin for imports and country of destination for exports for the fiscal year ended June 30, 2023.

TABLE B-7

**PORT OF LOS ANGELES
TEU COUNT BY COUNTRY*
FISCAL YEAR ENDED JUNE 30, 2023**

Exports			Imports		
Country	TEUs	% of Total	Country	TEUs	% of Total
		%			%
<u>All Others</u>			<u>All Others</u>		
<u>Total Exports</u>		100.0%	<u>Total Imports</u>		100.0%

* TEU = twenty-foot equivalent units.

Source: Ports Import Export Reporting Services ("PIERS"). Data from PIERS excludes domestic cargo and empties

Security

POLA's security program is structured to secure POLA through deterrence and prevention. Security operations are conducted by the Los Angeles Port Police in collaboration with federal, state and local agencies. Sworn and civilian personnel conduct patrols, inspections and investigations both on land and on the water. These operations are supported by advanced surveillance and communications systems. Security for the supply chain and of the cargo entering POLA is accomplished through national and international cargo security standards and regulations. The associated operational measures are principally conducted by U.S. Customs and Border Protection. POLA was extensively involved in the development of these measures. Additionally, POLA's port security program places great emphasis on the security of key Port infrastructure including railways, roadways and bridges within the port complex. In the years following the terrorist attacks of September 11, 2001, POLA was awarded numerous grants to fund security projects and equipment purchases by federal and state agencies including the U.S. Department of Homeland Security and the State of California Office of Homeland Security. POLA continues to receive port security grant funds which are used to maintain security systems and to make system upgrades as the technology advances.

The Maritime Transportation Security Act (MTSA) of 2002 required the development of security regulations for U.S seaports and for the ships that call on these ports. The associated regulations were developed and implemented by the U.S. Coast Guard. These security regulations focus on the sectors of the maritime industry that have a higher risk of involvement in a transportation security incident, including tank vessels, passenger vessels, and port facilities that handle passengers and certain kinds of dangerous cargos. These regulations require, among other things, that port and vessels owners assess their

vulnerabilities and develop plans that may include implementing vehicle, container and baggage screening procedures, accessing control measures and/or installing surveillance systems.

In 2014, POLA established its Cybersecurity Operations Center (the “Center”), operated by a dedicated cybersecurity team, as a centralized location to monitor network traffic in order to prevent, detect and respond to cyber incidents under POLA’s control. The Center prevents approximately 20 million cyber-intrusion attempts per month. Since 2015, POLA also continues to maintain its ISO 27001 certification for the Center. ISO 27001 certification demonstrates that POLA is following information security best practice and delivers an independent, expert assessment of whether POLA’s information security management system complies with this international cybersecurity standard.

In April 2019, POLA determined to form a cross-sector Cyber Resilience Center (the “CRC”) in order to further reduce the risks of cybersecurity threats that could disrupt the flow of cargo at POLA. The CRC will expand the scope of stakeholder engagement to encompass the key parties operating in the POLA complex: shipping lines, marine terminal operators, railroad companies, labor and representatives from the trucking industry. The CRC will enable key stakeholders to share cyber threat indicators and take defensive measures with each other as a means to reduce the potential of a cyber-incident experienced by any one of POLA’s stakeholders to disrupt multiple operations within POLA.

Capital Improvement Projects.

[Discuss whether this section has the latest updates]

POLA’s capital improvement projects are categorized into five types of projects: (i) Terminal [and Infrastructure] Projects, (ii) Transportation Projects, (iii) Security Projects, (iv) Public Access/Environmental Enhancement[/Zero Emissions] Projects, and (v) Maritime [Services] Projects. [Confirm correct CIP terminology as to be consistent throughout Appendix]

POLA’s expenditures for capital improvement projects for the fiscal year ended June 30, 2023 were approximately \$[114.3] million, comprised of: Terminal Projects (a total of approximately \$[69.1] million), Transportation Projects (a total of approximately \$[7.2] million), Security Projects (a total of approximately \$[2.6] million), Public Access/Environmental Enhancement Projects (a total of approximately \$[22.9] million), and Maritime [Services] Projects (a total of approximately \$[12.4] million).

Table B-8 provides a summary of the total estimated project costs by category of POLA’s capital improvement program for fiscal years ending June 30, 2023 through 2027.

TABLE B-8
PORT OF LOS ANGELES
CAPITAL IMPROVEMENT PROGRAM BY CATEGORY
FISCAL YEARS 2023-2027

Project Category	Estimated Total Cost (\$ millions)
Terminal [and Infrastructure] Projects	\$ 757
Transportation Projects	198
Security Projects	15
Public Access/Environmental Enhancement[/Zero Emissions] Projects	284
Maritime [Services] Projects	240
Total	\$1,493

Source: Harbor Department of the City of Los Angeles

Terminal [and Infrastructure] Projects. Following are summaries of certain of POLA’s major Terminal [and Infrastructure] Projects.

Berths 167-169, MOTEMS-Shell. POLA is constructing a new marine oil platform at the Shell Oil Terminal. The primary goal of the \$44.8 million project is to comply with the Marine Oil Terminal Engineering and Maintenance Standards (MOTEMS) to protect public health, safety, and the environment. The project scope is expected to include demolition of the timber wharves and construction and operation of a new MOTEMS-compliant wharf at Bert 168, with minor infrastructure improvements to connect the new loading platform to the existing landside pipelines and utilities. The project includes a new 30-year lease. Construction started in July 2021 and the first phase is expected to be completed in late 2023, with project completion expected in 2025. POLA has used or intends to use [] to finance costs of the project.

Berths 177-182 Wharf Restoration. POLA is finalizing design to construct approximately 382 linear feet of concrete wharf (62-feet-wide). The wharf will be upgraded to include additional seismic analysis to comply with POLA’s seismic code. The existing wharf will be demolished and a new, higher capacity rectangular wharf will be constructed that will provide more utility. The project scope includes response spectra for three earthquake levels such that []. Project scope also includes slope erosion repair and bollard upgrades. The total estimated project cost is \$23.1 million and construction is expected to start October 2023, with project completion expected in []. POLA has used or intends to use [] to finance costs of the project.

Berths 238-239, MOTEMS-PBF Energy. POLA is finalizing design of a new marine oil platform at the PBF Energy Oil Terminal. The primary goal of the proposed \$35 million project is to comply with the MOTEMS to protect public health, safety and the environment. The project provides for a new marine oil terminal at Berth 238 to comply with the MOTEMS regulations. The new terminal will consist of a new 125 feet by 58 feet unloading platform at Berth 238, berthing dolphins, mooring dolphins, catwalks, and access ramp. The project will also require the demolition of the two existing unloading platforms located at Berth 238 and 239, and other existing mooring and berthing dolphins. The proposed project would also

include a new 30-year lease. Construction is expected to start in 2024, with project completion expected in [____]. POLA has used or intends to use [____] to finance costs of the project.

Berth 302-305, Rail Mounted Gantry Crane Rail and Foundation. POLA is in design to construct 2,500 lineal feet of 145-foot gage crane rail (total of approximately 5,000 feet of crane rail), continuous grade beam foundation on piles, contaminated soil remediation, electrical infrastructure to operate five 145-foot wide span rail mounted gantry (“RMG”) cranes in the north railyard, safety fencing, protection barriers, and miscellaneous site improvements. The RMG cranes will be used to load and unload trains in the north railyard of the Berths 302-305 On-Dock Railyard Expansion project (discussed below). The total estimated project cost is \$38.7 million and construction is expected to start in 2025, with project completion expected in [____]. POLA intends to use [____] to finance costs of the project.

Berths 302-305, On-Dock Railyard Expansion. An expansion of the existing railyard at Berths 302-305 is in design to add approximately 16,200 linear feet of railroad track in five new loading tracks and one tail track. This project will improve the capacity of the existing overall on-dock railyard while also constructing infrastructure improvements including rail signal improvements, storm drain and low impact development, waterline relocation, and electrical improvement including relocation of high mast poles. The total estimated project cost is \$52.3 million, of which POLA is responsible for approximately \$[____] million (a federal grant in the amount of \$18.2 million awarded by the United States Maritime Administration ([USDOT MARAD]) and a federal grant generated by the State of California Trade Corridor Enhancement Program in the amount of \$19.2 million will also fund the project costs). Construction is expected to start in 2025, with project completion expected in [____]. POLA intends to use [____] to finance its portion of the costs of the project.

Pier 400 Corridor Storage Tracks Expansion Project. The existing Pier 400 rail storage yard is in need of expansion in order to accommodate future rail volumes on Terminal Island. Construction of the Pier 400 Storage Tracks Expansion Project is currently underway to address these issues. The project scope includes a concrete rail bridge with lighting, six new railroad storage tracks, an asphalt access roadway, new crossovers and switches, as well as modifications to the existing compressed air system of the Pier 400 Rail Storage Yard and Bridge. The project scope also includes the relocation of a portion of the Pier 400 lead track onto POLA’s property, realignment of the track connection to the existing rail storage yard, modifications to Reeves Avenue, and relocation of the existing at-grade crossing at Nimitz Avenue to Reeves Avenue. The total estimated project cost is currently budgeted at \$73.2 million, of which POLA is responsible for approximately \$[____] million. POLA intends to use [____] to finance its portion of the costs of the project and a federal grant generated by the State of California Trade Corridor Enhancement Program in the amount of approximately \$21.6 million will also be used to fund projects costs. Construction is expected to finish in 2024.

Port of Los Angeles and Port of Long Beach Goods Movement Workforce Training Facility. The Joint Ports Goods Movement Workforce Training Facility will be the first training center in the United States dedicated to the goods movement industry. The project will be a joint effort between POLA and POLB with a total project cost of \$150 million. The facility will replicate goods movement environments, such as marine cargo terminals, providing a safe training environment for workers. In addition, the facility will provide the region’s workforce with skills to succeed in careers that utilize newer and cleaner human operated technologies. POLA and POLB will fund project costs and project funding will also be supplemented with State of California funding in the amount of \$110 million. The project is targeted to begin design in late 2023, with construction expected to start in 2025, and project completion expected in [____].

Berth 306 Wharf Expansion. POLA is finalizing design to construct 1,250 lineal feet of 100 gage concrete wharf, retrofit 300 lineal feet of wharf and dredge Berth 305 to a depth of -55 feet, AMP

[upgrades][installation, which is shore side electrical power, also referred to as “Alternative Maritime Power”], including 5 vaults, 2.2 acres of container terminal backland, high voltage electrical infrastructure for 24 ship-to-shore cranes from Berths 301-306. This project will allow Fenix Marine Services, Ltd., one of Port’s tenants, to accommodate increased capacity. The total estimated project cost is \$256 million, and construction is expected to start by the end of 2024, with project completion expected in [____]. POLA intends to use [____] to finance costs of the project.

Terminal Island Maritime Support Facility (TIMSF). [POLA is in the planning stage for the design and construction of approximately 70 – 80 acres, including grading, paving, power, lighting, fire protection, perimeter fencing, utilities, roadability canopy, longshore restrooms, guard booths, and roadway connecting to the future Maritime Support Facility Access/Terminal Island Rail System Grade Separation (discussed below – Something appears to missing in this sentence, please clarify)]. This project would serve as a chassis support facility. The total project cost is approximately \$194.63 million. This project was awarded a \$149.3 million grant from California State Transportation Agency. Construction is expected to start in 2025, with project completion expected in [____]. POLA has used or intends to use [____] to finance its portion of the costs of the project.

Transportation Projects. Following are summaries of certain of POLA’s current Transportation Projects.

State Route 47 (SR-47)/Vincent Thomas Bridge & Front Street/Harbor Blvd Interchange Reconfiguration. This interchange is an important transportation facility providing access to the LA Waterfront, residential community of San Pedro, Terminal Island, and West Basin Container Terminal. The project would improve traffic safety and operational deficiencies at the interchange. The \$110 million improvements, which includes \$73.0 million in grant funding, will include replacing the existing westbound off-ramp from the Vincent Thomas Bridge currently located on the south side of [____] with a new off-ramp located on the north side of [____]. Additional improvements include realigning the existing westbound on-ramp onto SR-47 and I-110 connector; modifying the westbound off- ramp onto Harbor Boulevard; and modifying the eastbound on-ramp onto the Vincent Thomas Bridge toward Terminal Island. Project design was completed in 2023 and construction is expected to start in early 2024, with project completion expected in [____]. POLA has used or intends to use [____] to finance its portion of the costs of the project.

Maritime Support Facility Access/Terminal Island Rail System Grade Separation. POLA is in the design stage for the design and construction of a four-lane, rail-roadway grade separation. This project would eliminate significant truck access impediment into the proposed Terminal Island Maritime Support Facility (the “TIMSF”), and connect the TIMSF to Terminal Way, Ferry Street, and Pier 300. The total project cost is approximately \$39.23 million. This project was selected to receive \$20 million of United States Department of Transportation FY 2022 RAISE grant funding and a federal grant generated by State of California Trade Corridor Enhancement Program in the amount of approximately \$15 million. POLA has used or intends to use [____] to finance the remaining portion of the costs of the project. Construction is expected to start in late 2025, with project competition expected in [____].

Navy Way and Seaside Avenue Interchange Improvements. POLA is in the planning stage for the design and construction of modifications to the intersection of Navy Way and Seaside Avenue to improve traffic operations and safety. The project would eliminate left turns and improve the geometry to reduce collision potential at this intersection. Project improvements include an auxiliary lane for westbound traffic, elimination of a traffic signal at the intersection, new eastbound collector-distributor road, widening of the north side highway bridge over both Ports’ rail tracks. Project costs are currently budget at \$65.7 million and construction is expected to start in 2026, with project completion expected in [____]. The project was awarded \$41.8 million in grant funding by the California State Transportation Agency. POLA has used or intends to use [____] to finance the remaining portion of the costs of the project.

Public Access/Environmental Enhancement/Zero Emissions Projects. Following are summaries of certain of POLA’s current Public Access/Environmental Enhancement/Zero Emissions Projects.

West Harbor Development. The West Harbor Development is a commercial development along the LA Waterfront which will include 42 acres of outdoor space for restaurants, retail, fresh markets, office space, waterside activities, and an open-air amphitheater for live entertainment. The first phase of construction are City improvements comprised of the San Pedro Promenade and Town Square project [add more detail here? How many phases? Project costs?]. The developers, The Ratkovich Company and Jerico Development, are expected to invest approximately \$100 million in this redevelopment. Project construction began in December 2022 and project completion is expected in 2025. Project costs are being or will be funded by [_____].

San Pedro Waterfront Promenade Phase II. A continuation of San Pedro Promenade and Town Square project which completed construction in 2021 for a total project cost of \$53.7 million, this San Pedro Waterfront Promenade Phase II project will continue the new public promenade to the southerly end of the new West Harbor Development. This new public promenade will run parallel to the Los Angeles Main Channel. The promenade will include such amenities as public seating, landscaping, hardscape, signage, and architectural finishes. Total project cost is estimated \$23.7 million and project costs have been and will be funded by [_____]. Construction began in 2023 and project completion is expected in 2025.

Wilmington Waterfront Promenade. Creating a “window on the waterfront” for the Wilmington community, the promenade project includes the realignment of Water Street parallel to the existing railroad tracks and construction of a community park adjacent to the Banning’s Landing Community Center, along with a waterfront promenade, public pier, public dock, public restrooms with a green roof, playground, and parking lots. Project improvements along Water Street includes utilities, street work, grading, paving, striping, lighting, and landscaping. Other project improvements to the nine-acre site include irrigation, signage, and furnishings such as public seating, bike racks, and drinking fountains. Total project cost is estimated at \$77.3 million and project costs will be funded by [_____]. Construction started in November 2020 and is expected to be completed in 2023 [status?].

Avalon Promenade Bridge and Gateway Project. The Avalon Promenade Bridge and Gateway Project is a companion piece to the Wilmington Waterfront Promenade project, and includes a signature pedestrian bridge along Avalon Boulevard that is currently in the design phase [update?]. This bridge will link the Wilmington Waterfront Promenade that is currently under construction [update?] to the future Avalon Promenade and Gateway. Design of the Avalon Promenade and Gateway project was resumed in late 2022 and will be constructed with the pedestrian bridge in 2024. Avalon Promenade Bridge and Gateway will consist of a pedestrian bridge over the railroad tracks and Water Street, entry plaza, landscaping, hardscape, parking, restrooms, and architectural finishes with a total estimated project cost of \$65 million. The pedestrian bridge element was awarded Measure M grant funds in the amount of \$10.2 million from Metro/South Bay COG and \$42.1 million from California State Transportation Agency. The remaining project costs will be funded by [_____].

208 East 22nd Street Parking Lot Improvements. POLA is currently in the design phase for development and redevelopment of 17.5 acres at the 208 East 22nd Street parking lot, creating up to 1,900 parking stalls. Project improvements include grading, paving, drainage, lighting, security fencing, additional entrances, and pay stations. The total project budget is estimated at \$20.8 million and construction is expected to start in 2025, with project completion expected in [_____]. POLA expects to use [_____] to fund project costs.

Zero Emissions Port Electrification and Operations Program. POLA is in the planning stages of a \$299 million program to support the future power demand requirement throughout POLA for zero-emission operations, as set by the 2017 San Pedro Bay Ports Clean Air Action Plan (the “CAAP”) goal to achieve a 100-percent zero-emission cargo harbor equipment fleet by 2030. The program consists of four major components: construction of a fourth rack at the Los Angeles Department of Water and Power (“LADWP”) power receiving station in Wilmington (thr “RS-Q”), and separate projects to construct distribution lines and other electrical infrastructure from the RS-Q to the Outer Harbor, West Basin, and Terminal Island. Design and construction work is anticipated to be done by LADWP, in close coordination with POLA’s Engineering Division. POLA expects to use [_____] to fund project costs. [Timing for program?]

Maritime [Services] Projects. Following are summaries of certain of POLA’s major Maritime [Services] Projects.

Harbor Administration Building - HVAC Replacement. The project consists of the redesign and replacement of the heating, ventilation, and air conditioning (the “HVAC”) system at POLA’s administration building with an electric system in response to the City of Los Angeles policies and commitment for zero carbon in major renovation of buildings. The total project budget is estimated at \$14 million and construction is expected to start in 2025, with project completion expected in [_____]. POLA expects to use [_____] to fund project costs.

Environmental and Regulatory Matters

Environmental Compliance. POLA was the first port in the nation to have an Environmental Management Division. POLA’s Environmental Management Division provides full environmental services related to water, soils and sediments, air and associated living resources, as well as environmental assessment documentation. In 2003, POLA adopted an environmental policy, which calls for continuous environmental improvement and the implementation of pollution prevention measures. POLA’s Environmental Management System meets the specifications of the International Organization for Standardization Standard 14001 for environmental management systems.

POLA is required to comply with the provisions of a number of federal and state laws designed to protect or enhance the environment. Environmental assessments are conducted in accordance with the federal National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”). These two laws require consideration and disclosure of environmental impacts of development projects. Other federal environmental laws applicable to POLA include the Resource Conservation and Recovery Act, which governs the treatment and disposal of certain substances; the Clean Water Act and the Marine Protection, Research and Sanctuary Act, which govern the dumping of dredged materials; the Rivers and Harbors Act, which governs navigable waterways; and State and Federal Endangered Species Act. Enforcement agencies include the U.S. Environmental Protection Agency, the U.S. Army Corps of Engineers, the California Regional Water Quality Control Board, the California Air Resource Board, the South Coast Air Quality Management District, and the California Department of Toxic Substances Control. POLA is also required to conform to provisions of a number of other State environmental and health safety laws.

In addition to these laws and the implementing regulations, POLA has instituted additional programs and procedures to protect the environment, each of which are designed to, among other things, limit POLA’s liabilities. In 2006, POLA and POLB established the Clean Air Action Plan (the “CAAP”). See “Clean Air Action Plan” below. In 2010, POLA adopted its Water Resources Action Plan aimed at significantly reducing water pollution discharges from land, vessels and the watershed and removing contaminated sediments. These programs are backed up by long-term monitoring of the applicable media.

Clean Air Action Plan. [Any other Updates?] In 2006, POLA, together with POLB, developed the CAAP with input from the U.S. Environmental Protection Agency, the California Air Resources Board, and the South Coast Air Quality Management District. The CAAP was updated and reauthorized in 2010 and again in 2017. The CAAP is POLA’s comprehensive plan to address air pollution emissions from port-related sources and contains aggressive long-term goals through 2023 to reduce health risk, diesel particulate matter, nitrogen and sulfur oxides, and greenhouse gases. Pursuant to the CAAP, POLA has undertaken several programs to lower air pollution levels at POLA. Emission sources targeted by the CAAP include ships, trains, cargo handling equipment, harbor craft and heavy-duty trucks. POLA’s voluntary Vessel Speed Reduction Program has been included as part of the CAAP and it has produced notable reductions in ship emissions as they approach and depart POLA. The CAAP also includes a Technology Advancement Program that evaluates and demonstrates new and emerging emissions treatment technologies. In 2008, the CAAP Clean Truck Program (the “Clean Truck Program”) was implemented, which essentially replaced older polluting trucks with newer clean trucks, thereby reducing truck emissions by over 90% at POLA and the surrounding communities. According to the POLA Inventory of Air Emissions 2022, through implementation of the CAAP, since 2005, there has been an 88% reduction in diesel particulate matter, a 97% reduction in sulfur oxides, a 62% reduction in nitrogen oxides emissions, and a 4% reduction for greenhouse gases from Port-related sources. The CAAP and its associated various measures have cost POLA over \$[300] million to date. As a result of continuing initiatives as well as zero-emission truck and cargo-handling equipment goals outlined in the CAAP 2017 Update, the CAAP will continue to require a significant investment by POLA, POLB and private sector businesses to expedite the introduction of new and innovative methods of reducing emissions prior to any federal or State requirements being imposed on POLA and POLB. Since April 1, 2022, POLA and POLB have charged a Clean Truck Fund (“CTF”) rate on all loaded containers entering/exiting POLA and POLB. The purpose of the CTF rate is to generate funds to accelerate the deployment of clean trucks, in support of achieving the goal of zero-emission trucks by 2035. The CTF rate is \$10 per loaded 20-foot equivalent unit (TEU) or \$20 for containers longer than 20 feet. To date, the CTF rate has generated approximately \$[] million for POLA and POLB since implementation. Zero-emissions trucks are permanently exempt from the CTF rate and certain trucks that are placed into service by a specified date and certain qualified low nitrogen oxides emissions trucks receive an exemption from the CTF rate through a specified date. Collected CTF rates will be used to facilitate the purchase of zero-emission trucks and associated infrastructure that services POLA and POLB.

[Discuss what disclosure POLA would prefer regarding ISR]

Stevedoring and Cargo Handling

Arranging for cargo handling services is the responsibility of each shipping line. Cargo handling at POLA is provided pursuant to a contract between the Pacific Maritime Association (the “PMA”) and the International Longshore and Warehouse Union (“ILWU”). The PMA represents most of the steamship lines, marine terminal operators, car loading bureaus and cargo companies on the Pacific Coast. Most of the ILWU members work under contract with the PMA. The current contract between the PMA and the ILWU was entered into on June 14, 2023 and was ratified on August 31, 2023, as a six year contract, retroactive to July 1, 2022.

This agreement was reached after a contract negotiation process that took 13 months to complete, which included the ILWU membership working without a contract for nearly a year after their prior agreement expired on June 30, 2022.

Since 2002, there have been two other periods of prolonged labor unrest which led to an interruption of the normal course of business at POLA. In October 2002, after the PMA and the ILWU failed to negotiate a new contract, there was a lock out by the stevedoring companies, thereby shutting down all

West Coast ports, including POLA, for ten days. Work resumed when then-President Bush ordered the ports to re-open pursuant to the Taft Hartley Act. Additionally, in November 2012, after the Harbor Employers Association (“HEA”) and ILWU Marine Clerks Association Local 63 Office Clerical Unit (“ILWU, Local 63 OCU”) failed to negotiate a new contract, the approximately 600 clerical workers represented by ILWU, Local 63 OCU walked off the job. Although only about 450 clerical workers throughout both Ports participated in the strike, thousands of workers represented by a sister union refused to cross the picket lines. As a result, 10 out of the 14 terminals at POLA and POLB were shut down for eight days. Work resumed when the HEA and ILWU, Local 63 OCU reached a tentative agreement whereby ILWU, Local 63 OCU members received modest increases in wage and pension benefits, and the HEA promised to outsource no more than 14 jobs over a four-year period.

Other than the periods of uncertainty with the contract negotiations which occurred in 2002, 2012, 2014/15, [2022/23 - Discuss additional disclosure needed], there has generally been a history of cooperative working relationships between the ILWU and the employer groups represented by the PMA and HEA. Prolonged work slowdowns or stoppages, if they occur, could adversely affect POLA revenues and its ability to pay any Shortfall Advances. POLA understands that the risk of a work slowdown is the greatest as negotiations get closer to the end of the current contract and until a new agreement is reached. To that end, in 2017, POLA created a new division, Labor Relations & Workforce Development, focused on promoting greater coordination with the ILWU, PMA, POLA, and other labor partners. The Labor Relations & Workforce Development was recently renamed the Labor Relations & Government Affairs division and such division continues to work closely with the ILWU, PMA, and all other labor unions and their employers that operate at POLA.

San Pedro Bay Port’s Cooperative Working Agreement

On February 27, 2015, the U.S. Federal Maritime Commission approved an amendment to a cooperative working agreement previously entered into by POLA and POLB. The amendment allows the two ports to discuss and agree on projects and programs that address congestion issues (including, establishing initiatives to increase terminal productivity, facilitate chassis availability and usage, and improve drayage truck turn times), transportation infrastructure needs and the reduction of pollution caused by port-related activities.

On April 23, 2015, POLA and POLB hosted a meeting of supply chain stakeholders to gather input, insights and solutions focused on improving the performance of the supply chain. On May 27, 2015, POLA and POLB announced the creation of issue-specific working groups focusing on peak operations and terminal optimization to develop ways to strengthen the competitiveness of POLA and POLB.

In 2021, in response to the supply chain congestion issues, POLA and POLB, under the cooperative working agreement, met to discuss ways to relieve congestion. These meetings brought together POLA, POLB, marine terminal operators, railroads, shipping lines, organized labor, Biden-Harris Administration officials, and other stakeholders to work towards solving ongoing congestion. The meetings began in 2021 and ran through June 2022 and the dialogue and initiatives developed through the meetings helped to resolve the congestion issues experienced at POLA and POLB.

Outstanding Indebtedness

As of December [], 2023, POLA had approximately \$[] million in parity debt outstanding, comprised of long-term revenue bonds. The long-term revenue bonds mature on or before 2045 and bear interest at rates between 3.00% and 5.00% [Confirm]. POLA has established a Commercial Paper (“CP”) Program supported by bank credit lines to issue commercial paper notes to provide interim financing primarily for the construction, maintenance and replacement of POLA’s structures, facilities and equipment

needs. POLA is authorized to issue its CP notes from time to time for up to \$375 million, so long as adequate liquidity support for the CP notes is in place, to finance a portion of its capital improvement program on a short-term basis. POLA's liquidity support for its CP program expired in August 2018 and was not subsequently renewed. As a more economical alternative, in June 2019, POLA secured a revolving line of credit, in which it was able to issue and to have outstanding, from time to time, up to \$150 million aggregate principal amount of its Harbor Department of the City of Los Angeles Revenue Revolving Obligations. However, such revolving line of credit was never utilized, expired in June 2022, and was not subsequently renewed.

[POLA's Parity Obligations [(as such term is defined in the front part of the Official Statement)/(as such term is defined below)] are special, limited obligations of POLA payable solely from revenues of POLA, which are generally derived from ownership and operation of POLA and which include shipping revenue, rental revenue and fees and royalty revenue. Neither the full faith and credit nor the taxing power of the City of Los Angeles, the State of California or any political subdivision thereof is pledged to payment or principal of, premium, if any, or interest on POLA's Parity Obligations. POLA has no taxing power. POLA's Parity Obligations are senior in payment to POLA's obligation to make Shortfall Advances.] [Subject to update/removal]

["*Revenues*"] means: (a) all money received or collected from or arising out of the use or operation of any harbor or port improvement, work, structure, appliance, facility or utility, service, or watercraft, owned, controlled or operated by the City of Los Angeles in or upon or pertaining to the lands and waters, or interests therein, of said City in the Harbor District (as defined in the Charter of the City of Los Angeles); all tolls, charges and rentals collected by POLA; and all compensations or fees required to be paid for franchises or licenses, or otherwise by law or ordinance or order, to the City of Los Angeles for the operation of any public service utility upon lands and waters, or interests therein, of the City of Los Angeles in the Harbor District; provided that for the avoidance of doubt user fees collected by POLA on behalf of, or required to be transmitted to, third parties pursuant to applicable law and not commingled with Revenues, will not be deemed to be Revenues; and (b) all interest or gain derived from the investment of amounts in any of the funds or accounts established under the Indenture (except interest and gain derived from the Rebate Fund).] [Subject to update/removal]

["*Parity Obligations*"] means all revenue bonds, revolving obligations and related bank notes, or notes of POLA authorized, executed, issued and delivered by POLA, and all contracts of POLA authorized and executed by POLA, the payments of which are on a parity with each other, and which are secured by a pledge of and lien on the Revenues.] [Subject to update/removal]

Audited Financial Statements

The audited financial statements of POLA for the fiscal years ended June 30, 2023 and 2022, and the report of the auditor dated December [], 2023, are included below as Appendix B-1. Moss Adams LLP, the independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements of POLA addressed in that report. Moss Adams LLP also has not performed any procedures relating to POLA's information included in this Official Statement.

APPENDIX B-1

**AUDITED FINANCIAL STATEMENTS OF
PORT OF LOS ANGELES
(HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES)
FOR FISCAL YEARS ENDED JUNE 30, 2023 AND 2022**

**12. RESOLUTION NO. _____ - APPROVAL
AGREEMENT WITH AECOM TECHNICAL SERVICES,
INC. FOR THE ENGINEERING AND ARCHITECTURAL
SERVICES FOR THE PORT OF LOS ANGELES AND
PORT OF LONG BEACH GOODS MOVEMENT TRAINING
FACILITY**



Executive Director's
Report to the
Board of Harbor Commissioners

DATE: NOVEMBER 16, 2023

FROM: ENGINEERING

SUBJECT: RESOLUTION NO. _____ - APPROVAL AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR THE ENGINEERING AND ARCHITECTURAL SERVICES FOR THE PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS MOVEMENT TRAINING FACILITY

SUMMARY:

Staff requests approval of an agreement (Agreement) with AECOM Technical Services, Inc. (AECOM), to provide professional engineering and architectural services for the Port of Los Angeles and Port of Long Beach Goods Movement Training Facility (Training Facility) project. The Agreement has a contract term of three years, with a not-to-exceed amount of \$9,777,141. The Harbor Department will be financially responsible for the payment of expenses incurred under the proposed Agreement.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines;
2. Approve a personal services agreement with AECOM, Technical Services, Inc. for engineering and architectural services for the Training Facility project with a not-to-exceed amount of \$9,777,141 and a term of three years;
3. Authorize the Executive Director to execute and the Board Secretary to attest to said Agreement for and on behalf of the Board; and
4. Adopt Resolution No. _____.

SUBJECT: PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS
MOVEMENT TRAINING FACILITY

DISCUSSION:

Background and Context – The Port of Los Angeles (POLA), in collaboration with the Port of Long Beach (POLB), continue their commitment to support workforce development in the San Pedro Bay community and in the Southern California Region. The Training Facility will be the first of its kind in the United States dedicated to the goods movement sector.

The project will address the rapidly changing needs of the industry by attracting new workers, addressing skill shortages, and providing opportunities for workforce up-skilling and/or re-skilling. The Training Facility will replicate goods movement environments by providing training programs such as the use and operation of ship-to-shore cranes, transtainers, top handlers, side picks, forklifts and heavy lifts, while providing a safe training environment for workers. In addition, the Training Facility will accelerate research, development, and deployment of zero emission human operated equipment. This will ensure that the workforce is not left behind in the transition to more advanced technologies.

Scope of Services – AECOM shall provide project management, planning, engineering, container terminal design, architectural design, structural design, geotechnical investigation and design, bidding support, and design support during construction for the Training Facility project. The attached Agreement includes design tasks and deliverables and includes a schedule with estimated timelines. The number of tasks and scope of the project requires some flexibility; therefore, the Department may adjust this schedule from time to time (Transmittal 1).

A notice to proceed from the Engineering Division is required prior to the consultant proceeding with each individual task. Further, there is no penalty to the Harbor Department should it decide not to proceed with any individual task.

Consultant Selection Process - A Request For Proposals (RFP) for the Training Facility project was issued on June 1, 2023, and advertised on the Regional Alliance Marketplace for Procurement (RAMP) and on the Port of Los Angeles (Port) website. Written proposals for the Training Facility project were submitted by the following five consultant firms on August 15, 2023:

- AECOM Technical Services, Inc. (Orange, CA)
- Burns & McDonnell Engineering Company, Inc. (Brea, CA)
- D R Consultants & Designers, Inc. (Los Angeles, CA)
- Gannett Fleming, Inc. (Los Angeles, CA)
- Moffatt & Nichol (Long Beach, CA)

**SUBJECT: PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS
MOVEMENT TRAINING FACILITY**

The Contracts and Purchasing Division determined that all five proposals were responsive to the RFP's administrative requirements. After a complete evaluation of the written proposals by the selection committee consisting of staff from the Harbor Department's Engineering Division, and Construction Division as well as staff from the Port of Long Beach, all five proposing firms were invited to be interviewed on October 10 and 11, 2023.

During the interview, each firm presented its proposal and responded to a set of formulated questions and follow-up questions from the selection committee. The written proposals and responses were rated by each member of the selection committee and each firm was given a combined score (Transmittal 2).

The selection committee chose AECOM Technical Services, Inc. based on the design approach presented, knowledge and experience on similar projects, outstanding project team organizational format, relevant experience, expertise of the key project team members, knowledge of the Harbor Department and its community relationships, and their experience with the relevant regulatory agencies. AECOM qualified as a Local Business Enterprise (LBE) under the Local Business Preference Program and received an 8% preference on their proposal score.

The Engineering Division's staff met with AECOM and negotiated their proposed fee to \$9,777,141.

Contract Amount and Term - The not-to-exceed amount for the Training Facility project Agreement is \$9,777,141. The term of the Agreement is three years.

Contract Requirements - This Agreement is in conformance with both the City Service Contract Worker Retention and Living Wage Ordinances.

Throughout the term of the Agreement, AECOM will maintain compliance with the City's contracting requirements. This project has a mandatory participation requirement of 25% from a Small Business Enterprise (SBE) and 5% from a Very Small Business Enterprise (VSBE). Through the use of certified subconsultants, AECOM met the mandatory SBE requirement with 25.69% participation, and met the VSBE requirement with 7.02% participation.

Charter Section 1022 Notifications were sent to other City Departments and City staff is not available to assist the Harbor Department with this design project.

SUBJECT: PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS MOVEMENT TRAINING FACILITY

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of a Personal Services Agreement with AECOM to provide professional engineering and architectural services for the Training Facility Project, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed three-year Agreement authorizes a total not-to-exceed amount of \$9,777,141. It is anticipated that funds for this Agreement will be expended as follows:

Fiscal Year		Amount
FY 2023/2024	\$	916,536
FY 2024/2025	\$	3,591,368
FY 2025/2026	\$	3,616,416
FY 2026/2027	\$	1,652,821
Total	\$	9,777,141

Fiscal Year (FY) 2023/2024 funding in the amount of \$916,536 is available within Account 54220 (Architectural/Engineering Design Services), Center 1208, Program 000. Future fiscal year funding will be requested to be budgeted as part of the annual budgeting process, subject to Board approval. If any subsequent fiscal year funds are not appropriated by the Board for the work required by this Agreement, then the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligations previously incurred. A funding out clause is included in this Agreement.

CITY ATTORNEY:

The Office of the City Attorney has prepared and approved the proposed Agreement as to form and legality.

DATE: NOVEMBER 16, 2023

PAGE 5 OF 5

SUBJECT: PORT OF LOS ANGELES AND PORT OF LONG BEACH GOODS
MOVEMENT TRAINING FACILITY

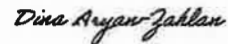
TRANSMITTALS:

1. Agreement between the City of Los Angeles and AECOM Technical Services, Inc.
2. Final Evaluation Summary

FIS Approval: MB (initials)
CA Approval: SO (initials)



JAMES C. BROWN for
Chief Harbor Engineer



DINA ARYAN-ZAHLAN, P.E.
Deputy Executive Director

APPROVED:



EUGENE D. SEROKA
Executive Director

EH:aw
25684b1

Author: E. Han

Transmittal 1

AGREEMENT NO.

**BETWEEN THE CITY OF LOS ANGELES
AND
AECOM TECHNICAL SERVICES, INC.**

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners ("Board"), and AECOM Technical Services, Inc., a California corporation, whose address is 999 Town and Country Drive, Orange, CA 92868 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including the generation of final plans, specifications and estimates in furtherance of City's ability to advertise construction of the project described in Exhibit "A" hereto ("Project"), which final plans, specifications and estimates hereinafter shall be referred to as "Final PSEs;" and

WHEREAS, Consultant is an organization that provides services, including, but not limited to, those services required by the City and, by virtue of training and experience, is well-qualified to provide such services to the City; and

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "B" hereto and hereinafter shall be referred to as "Scope of Work." Among other things, Exhibit "B" breaks down the Scope of Work into individual tasks and, in some cases, further breaks down such tasks into subtasks, which hereinafter shall be referred to generically as "Tasks" and "Subtasks." The aggregate of all Tasks and, as applicable, Subtasks, comprises the Scope of Work.

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Chief Harbor Engineer of the Engineering Division of City's Harbor Department ("Engineer") shall issue a written document in the form

attached hereto as Exhibit "C" that has been signed by the Deputy Executive Director of Development for the City's Harbor Department and that specifies, without limitation: the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask; authorized compensation for such Task or Subtask; and MBE/WBE/SBE/VSBE/DVBE/OBE utilization ("Directive"). Directives shall specifically identify any services that fall within the meaning of "design professional services" as defined by Section 2782.8 of the California Civil Code to which the indemnity obligation set forth at Section 9.2 of this Agreement shall apply. A Directive's failure to identify such "design professional services" shall bar application of Section 9.2 to that Directive.

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such Directive to Engineer.

c. Following Engineer's receipt of the Directive signed by Consultant, Engineer shall issue a written document in the form attached hereto as Exhibit "D" that has been signed by Engineer and that authorizes Consultant to commence performance of the services contemplated by such Directive ("Notice to Proceed").

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that Engineer lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Engineer, whether performance is undertaken by Consultant or third parties with whom Consultant has contracted and whom are listed on Exhibit "K" on the effective date of this Agreement, or whom Engineer may subsequently approve in writing ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Engineer's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 Consultant's performance of the Scope of Work shall adhere in all respects to the schedule set forth in Exhibit "E" hereto, that may be adjusted by City from time to time, and to the scheduling requirements, if any, set forth in a Directive.

2.6 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or

other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

2.7 Engineer shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from Engineer, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Engineer's reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.7 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.8 Consultant's representative responsible for administering this Agreement, **Philip Hadfield** ("Project Manager"), shall not be changed without Engineer's written approval. Engineer may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.9 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.10 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.10 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.11 Consultant shall promptly consider and implement, to the reasonable satisfaction of Engineer, any written comments of Engineer.

2.12 Consultant shall review information provided by City's Harbor Department, whether in the form of drawings, documents, and/or written or verbal comments, excluding survey data. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Engineer in writing.

2.13 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Engineer. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in Exhibit "E" shall entitle City to have services completed by others, shall obligate

Consultant to pay City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in Exhibit "E" shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the Project and the use of the Project by City's Harbor Department, its tenants and the public.

3. Services To Be Performed By City.

3.1 City's Harbor Department shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by City's Harbor Department, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, existing oceanographic studies and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of Engineer, shall assist in completing the Scope of Work.

3.2 City's Harbor Department shall provide all necessary copies and prints of the Final PSEs for bid advertisement and construction.

3.3 City's Harbor Department shall provide survey, construction inspection, construction contract administration and soil compaction-testing services unless the Scope of Work provides otherwise.

3.4 Consultant shall provide Engineer with reasonable advance written notice if it requires access to the Project area or any other premises of City's Harbor Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Engineer, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that the Project area may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

3.5 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 245 of City's Charter, the effective date of this Agreement shall be the date of its execution by City's Harbor Department Executive Director ("Executive Director"). Consultant acknowledges that Section 245 of City's Charter furnishes to the City Council of City ("Council") the right to review this Agreement and that this Agreement shall not become effective until after the expiration of the fifth Council meeting day after approval of this Agreement by Board, or the date of Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed three (3) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Engineer determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Engineer, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Engineer. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Three (3) years have elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, Board is under no legal obligation to do so. City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60)-day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60) day period. The time for performance shall be extended during this period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Nine Million Seven Hundred Seventy-Seven Thousand One Hundred Forty-One Dollars (\$9,777,141.00) to be paid as specified in Exhibit "F." If Exhibit "F" allocates a specific amount to the performance of a Task or Subtask and if, following the completion of such Task or Subtask, unexpended sums remain in relation to such specific amount, Executive Director may, upon written notice to Consultant, allocate such unexpended sums to the performance of a subsequent Task or Subtask.

5.2 Compensation payable under this Agreement includes payment for all labor, travel, per diem, fringe benefits, general and administrative expenses, overhead, profit, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses"). As such, Consultant shall not be entitled to separate reimbursement of Expenses under this Agreement. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "F" expressly so allows. Compensation payable under this Agreement shall be on a (1) fixed fee, (2) hourly, or (3) combined fixed fee and hourly basis in accordance with the terms below, as may be more particularly specified in Exhibit "F" and Exhibit "G."

a. Fixed Fee. Lump sum compensation for satisfactory performance of Tasks as may be identified as "Lump Sum" in Exhibit "F."

b. Hourly Fee. An amount equal to the product of the hours expended by Consultant and the applicable hourly rates set forth in Exhibit "G" for time actually spent in the performance of Tasks as may be identified as "Not-to-Exceed" in Exhibit "F." The rates identified in Exhibit "G" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged.

5.3 If the term of this Agreement exceeds one (1) year and with Executive Director's consent and approval, in writing, Consultant may increase the rates set forth in Exhibit "G" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than two percent (2%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "G" shall be revised, replaced and renumbered as Exhibit "G-1," Exhibit "G-2," etc., as applicable.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be specifically required in Exhibit "F." Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If

payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and four (4) copies of each such invoice for payment in the format that contains the information specified in Exhibit "H" and that includes the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(signed)

5.5 Consultant shall submit supporting documents with each invoice as may be set forth in a Directive. Such documents may include, but are not limited to, provider invoices, payrolls, and time sheets.

5.6 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "I." Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form. Consultant is not required to submit support for direct costs items of \$25 or less.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved. City shall use all reasonable effort to pay said sums within sixty (60) days of receipt of each statement.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

6. Recordkeeping and Audit Rights.

6.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of

any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. Business Tax Registration Certificate.

City's Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within City, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for City's Harbor Department. See <https://finance.lacity.org/how-register-btrc>.

9. Indemnification.

9.1 Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City 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 City, 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 Consultant'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 Consultant or its subcontractors of any tier. Rights and remedies available to the City 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.

9.2 Indemnification for Design Professional Services

To the fullest extent permitted by law (including without limitation, Section 2782.8 of the California Civil Code), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, officers, agents, and/or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or the acts or omissions of an officer, employee, agent or Subconsultant, excepting only liability resulting from the negligence or willful misconduct of City.

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, Consultant 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

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits 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 judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name

the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

(b) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision. 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

Where applicable, Consultant shall comply with 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 Consultant 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. Consultant 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 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 Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(d) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.

10.2 Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"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 City, Board, 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. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

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

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's 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 company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

(a) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(c) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(d) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

10.4 Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.

2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

10.5 Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. Personal Services Agreement.

11.1 During the term of this Agreement, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of City's Harbor Department.

11.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work

shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

12. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

13. Affirmative Action.

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated herein by this reference and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "J."

14. Small/Very Small Business Enterprise Program and Local Business Preference Program.

It is the policy of City's Harbor Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprise and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist City's Harbor Department in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit "K."

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and

Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>. Consultant shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), *Equitable Access to Contracting Opportunities*, during the term of this Agreement.

15. Conflict of Interest.

Consultant has reviewed and understands the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code ("LAMC") Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof. Consultant's signature of this Agreement constitutes its affirmation that any former employees of City or City's Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City's Harbor Department.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. Compliance with Applicable Laws.

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal or other requirement, the City standard shall be followed unless the Engineer notifies the Consultant otherwise in writing, in which case the requirements of said notification shall apply.

17. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Engineer in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

18. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

20. City's Disclosure Obligations.

Consultant acknowledges that City is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

21. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to City's Harbor Department shall be addressed to Director of Development, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Taxpayer Identification Number ("TIN").

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

23. Service Contractor Worker Retention Policy and Living Wage Requirements.

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention ("SCWR"), 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 the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. Wage and Earnings Assignment Orders/Notices of Assignments.

Consultant and Subconsultants shall comply with all applicable state and federal employment reporting requirements for employees.

Consultant and Subconsultants 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. Consultant and Subconsultants shall 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.

25. Equal Benefits Policy.

Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of City's Harbor Department. Consultant shall comply with the policy wherever applicable.

Violation of this policy shall entitle the City to terminate any agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "L."

26. Compliance With Los Angeles City Charter Section 470(c)(12).

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

27. State Tidelands Grants.

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times 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 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

28. Construction of Agreement.

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

29. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

30. Modification in Writing.

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

31. Waiver.

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

32. Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

33. Severability.

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

34. Jurisdiction.

The parties hereto consent to the jurisdiction of the State of California for the enforcement of this Agreement.

35. Integrated Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

36. Exhibits; Sections.

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

37. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

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

Date: _____

By: _____
EUGENE D. SEROKA
 Executive Director

Attest: _____
 Secretary

AECOM Technical Services, Inc.

Date: November 16, 2023

By: _____


Name: Philip Hadfield

Title: Vice President

Attest: _____


Name: Bryan Rash

Title: Assistant Secretary

APPROVED AS TO FORM AND LEGALITY

11-21, 2023
HYDEE FELDSTEINSOTO, City Attorney
 Steven Y. Otera, General Counsel

By _____
 Minah Park, Deputy



Account #	<u>54220</u>	W.O. #	<u>2568400</u>
Ctr/Div #	<u>1208</u>	Job Fac. #	<u>6350000</u>
Proj/Prog #	<u>000</u>		
Budget FY:		Amount:	
	<u>23/24</u>		<u>\$916,536</u>
	<u>24/25</u>		<u>\$3,591,368</u>
	<u>25/26</u>		<u>\$3,616,416</u>
	<u>26/27</u>		<u>\$1,652,821</u>
	TOTAL		<u>\$9,777,141</u>
For Acct/Budget Div. Use Only:			
Verified by:	 <small>Digitally signed by Alanna Leish Date: 2023.11.16 09:58:56 -0800</small>		
Verified Funds Available:	 <small>Digitally signed by Julie Date: 2023.11.16 14:25:40 -0800</small>		
Date Approved:	<u>11/16/23</u>		

EXHIBIT A

Port of Los Angeles and Port of Long Beach Goods Movement Training Facility

Project Description

The Port of Los Angeles (POLA), in collaboration with the Port of Long Beach (POLB), continue their commitment to support workforce development in the San Pedro Bay community and in the Southern California Region. The Training Facility will be the first of its kind in the United States dedicated to the goods movement sector.

The project will address the rapidly changing needs of the industry by attracting new workers, addressing skill shortages, and providing opportunities for workforce up-skilling and/or re-skilling. The Training Facility will replicate goods movement environments by providing training programs such as the use and operation of ship-to-shore cranes, transtainers, top handlers, side picks, forklifts and heavy lifts, while providing a safe training environment for workers. In addition, the Training Facility will accelerate research, development, and deployment of zero emission human operated equipment. This will ensure that our workforce is not left behind in the transition to more advanced technologies.

CONCEPTUAL DESIGN

This Project will include conceptual design of a proposed Port of Los Angeles and Port of Long Beach Goods Movement Training Facility ("Training Facility") at 1400 E. Anchorage Road, and adjacent to the Wilmington Marina, as shown in Exhibit 1. The Training Facility will address the rapidly changing needs of the industry by attracting new workers, addressing skill shortages, and providing opportunities for workforce up-skilling and/or re-skilling to avoid future workforce shortages. In addition, the Training Facility will play an integral role in the efforts by both Ports to accelerate research, development, and deployment of zero emission human operated equipment. This will ensure that our workforce is not left behind in the transition to more advanced technologies. The conceptual design should include training facilities for operation of: ship-to-shore cranes, top handlers, side picks, and heavy lifts; and basic training for lashing stations, maintenance and repair. In addition, the design should include indoor facilities for classroom training and conference rooms, as well as parking.

The selected consultant ("Consultant") shall develop a conceptual architectural and engineering vision and plan for full build-out of the project as described above. The proposed training facilities (outdoor and indoor) will need to be constructed within a 20-acre footprint. The layout and orientation of these facilities should be taken into consideration with respect to site conditions, functionality, sustainability and safety. Consultant shall coordinate with the Joint Development Team, which comprises of the Port of Los Angeles and the Port of Long Beach's Project Managers, representatives from the California Workforce Development Board, Pacific Maritime Association ("PMA") and the International Longshore Workforce Union ("ILWU").

EXHIBIT A

Consultant shall provide a minimum of three (3) concepts based on layout, orientation, access and site conditions identifying differences between the various concepts (e.g. challenges, cost and/or time impacts). Renderings of each concept shall be provided and should display all elements from the proposed training facility as described above. A minimum of three (3) iterations must be provided for comment and review by the Joint Development Team. Consultant shall attend and present at a minimum of three meetings with the Joint Development Team, including preliminary, concept, and final meeting for concept selection.

Consultant shall provide photorealistic rendering of preferred alternative to be used for future presentation(s) to various stakeholders (e.g. community, tenants, and funding agencies) as defined below in Task 2(F). In addition, Consultant shall provide support services as it pertains to the environmental assessment. Support services include, but are not limited to, coordination with the LAHD Environmental Management Division on data required for environmental analyses.

PHASE I – Earthwork Improvements

This phase of the project will include design and construction of earthwork improvements at the Anchorage Road site. The Anchorage Road site is approximately 30 acres and was previously used as a dredge disposal facility. The earthwork improvements will prepare 20 acres of this area for future buildout of the Training Facility. The design of earthwork improvements should incorporate soil characterization and geotechnical reports, for the selected conceptual design. The design should take into consideration compliance with current regulations including but not limited to building codes, seismic requirements, methane mitigation, sea level rise, proximity/navigation around the adjacent marina, and existing abandoned oil wells on the site. Earthwork design should incorporate geotechnical recommendations to strengthen the existing soil for future buildout and address methane mitigation system based on level of methane at the Training Facility site, as well as removal, disposal and or reuse of existing soil.

Consultant shall develop plans, specifications, schedule and estimate for earthwork improvements as described above, for the proposed full build-out of the Training Facility. The design items identified by LAHD for this task include, but are not limited to, the following: (1) grading design for the proposed Training Facility footprint, (2) identifying removal and re-use soil volume on site, and (3) design for soil improvements to accommodate the proposed Training Facility.

PHASE 2 – Training Facility Improvements

This phase of the project will include design and construction of a 20-acre Training Facility at the Anchorage Road site. The facility is expected to receive 250-300 workers. The design of the facility shall incorporate location, layout, and orientation of indoor and outdoor facilities from the conceptual design prepared in Phase 1. The design shall include all necessary utilities to support the Training Facility. Any facility larger than 7,500 square feet shall be minimum LEED Certified Gold.

Consultant shall develop plans, specifications, schedule and estimate for full build-out of the Training Facility as described above. The design items identified by the LAHD for this task include, but are not limited to, the following: (1) design of proposed training

EXHIBIT A

facilities, including necessary infrastructure, (2) design of maintenance and repair building, (3) design of administration building, (4) design of lighting and fencing, (5) design of infrastructure to support zero emission vehicles, (6) design and coordination of utility infrastructure to accommodate the Training Facility, (7) geotechnical engineering services, and (8) coordination to achieve LEED Gold Certification by Commissioning Agent (Cx) addressing and completing all requirements for Fundamental Commissioning. Consultant shall provide Commissioning Agent, as defined by United States Green Building Council.

EXHIBIT A

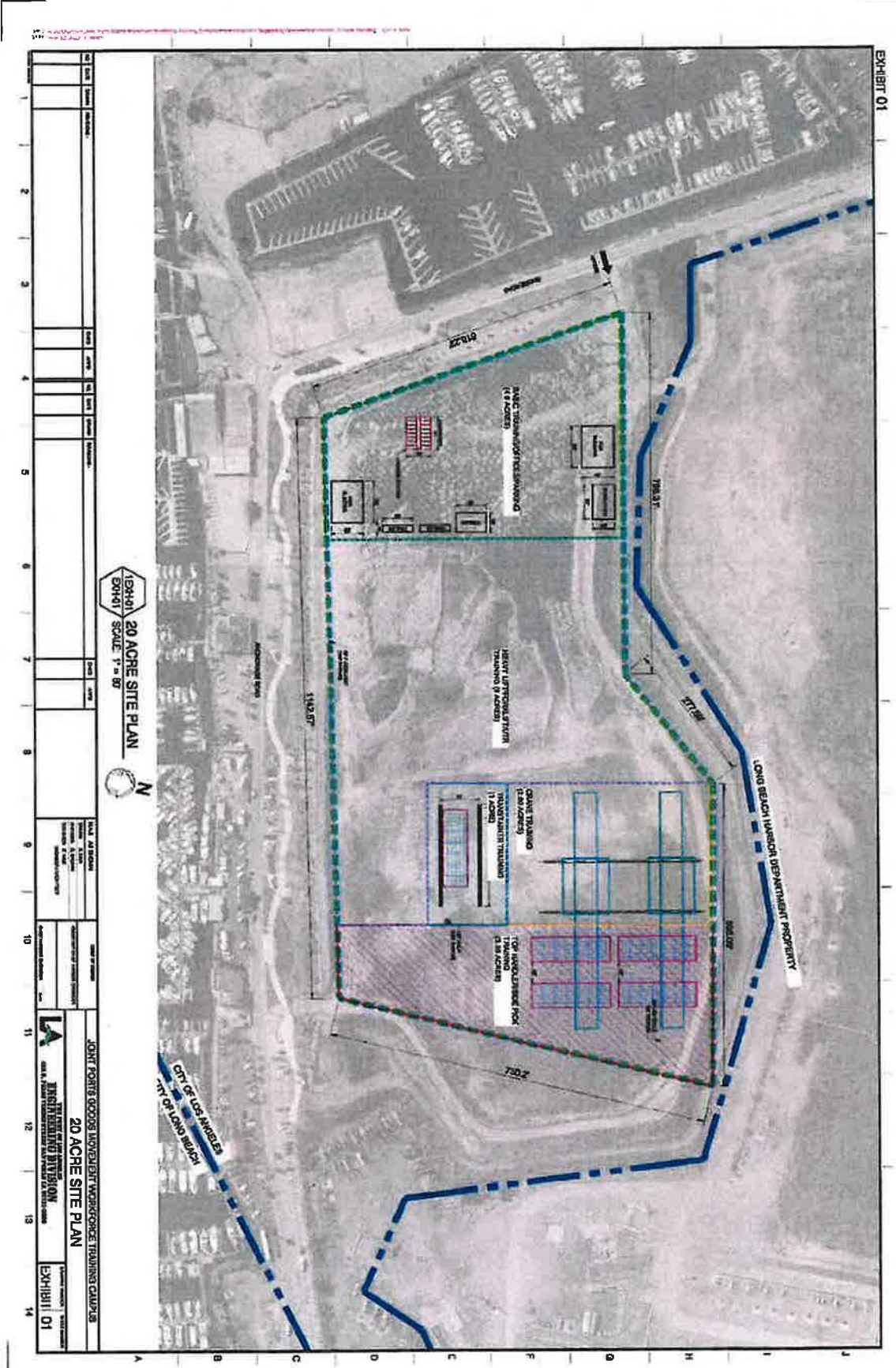


EXHIBIT 01

20 ACRE SITE PLAN
 SCALE 1" = 80'

NO.	DATE	REVISION	BY	CHKD.	APP'D.
1					
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JOHN FORBES 000088 LICENSED PROFESSIONAL ENGINEER TRAINING CAMPUS
 20 ACRE SITE PLAN
 EXHIBIT 01

EXHIBIT B

Port of Los Angeles and Port of Long Beach Goods Movement Training Facility

Scope of Work/Deliverables

The Scope of Work shall include, but is not limited to, project management, coordination, design, preparing drawings, specifications, engineering calculations, cost estimates, schedules, studies, and reports for:

- Architectural, methane, civil, electrical, mechanical, plumbing, and structural (geotechnical and methane gas investigation);
- Contract and record documents;
- Applying for and obtaining plan checks and permits;
- Computer Aided Design ("CAD") drafting and Building Information Modeling ("BIM") development;
- Grant and/or funding support;
- Engineering support during environmental assessment, bid and construction; and
- United States Green Building Council ("USGBC") LEED and Equipment commissioning.

The contract between the Consultant and LAHD resulting from this RFP ("Agreement") will include the language and tasks outlined in the following sections (Tasks 1-13).

TASK 1 - Project Management and Coordination

Consultant shall provide state-of-the-art project management services throughout the term of the Agreement. This project management effort shall be provided for the following processes: Project initiation, Project planning and scheduling, Project controls, Project execution, and Project administration and closing. Consultant shall manage issues, including, but not limited to, Project integration, Project scope development, Project management, cost management, quality assurance and control issues, human resource requirements, Project communications, and Project risk management.

Consultant shall initiate, plan, execute, direct, control, and administer the Project by effectively organizing, staffing, directing, integrating, and coordinating the required Project Tasks and Subtasks. These services shall be performed in a professional fashion as per current project management principles, guidelines, and standards promoted by recognized project management organizations and institutions. This task includes the following:

TASK 1.A – Project Management Plan, Suitability of Work and Consultant Cooperation

Consultant shall provide a detailed Project Management Plan ("PMP") including information on coordination with appropriate agencies to ensure timely completion of the plans, specifications, and estimates ("PS&E") packages. This plan shall include a

EXHIBIT B

schedule for milestone completion and an hourly breakdown for each task and subtask. The PMP shall be delivered within 30 days of the first Notice-To-Proceed ("NTP").

Consultant shall furnish, in accordance with the agreed upon schedule, a complete, practical, economical design and PS&E (if such plans and specifications are within the scope of Consultant's work), and related corrections and changes which are best suited for the contemplated construction, and ensure all work is completed in accordance with this Agreement and with sound engineering principles and is signed and sealed by a licensed Professional Engineer and/or Architect, as appropriate. Consultant shall, upon request of the Chief Harbor Engineer of the LAHD's Engineering Division ("Engineer"), provide all calculations, data, charts, and other information of any type whatsoever which support its designs or other work performed pursuant to this Agreement. Consultant may not assert as a basis for refusing to provide such information that it is proprietary. Consultant shall satisfy Engineer that design decisions are based on objective evaluation of the requirements of the facility owner and user, meet site-specific conditions, comply with Project construction cost budget, and minimize long-term operation and maintenance costs. Consultant is aware and agrees that the LAHD has the right to submit the Consultant's work product to independent design reviewers. Consultant agrees to fully cooperate with such reviewers if the LAHD determines review is appropriate. Consultant's obligation to cooperate shall include the obligation to respond in an objective, professional manner to requests for information, and, if expressly requested by Engineer, to enter into a dialogue with the reviewer regarding the comments of the reviewer on the work.

The Los Angeles Harbor Department's CAD Standards adopt Autodesk Applications such as AutoCAD, Civil 3D and Revit as the "Standard CAD Software". All submitted files must conform and comply with the latest version of the LAHD CAD Standards outlined in the Harbor Department's 2022 CAD Manual. When submitting files on electronic media, the AutoCAD, Civil 3D (.dwg) or Revit (.rvt) drawing file version should be included. Drawings and data should be transferrable and able to integrate with other applications, such as Geographic Information Systems (GIS) (such as ESRI ArcGIS), PDF reviews (such as Bluebeam REVU), cost estimating applications and specification development.

Specifications shall be prepared using SpecLink Cloud and submitted in Portable Document Format.

TASK 1.B - Quality Assurance/Quality Control Plan

In conjunction with the project management plan ("PMP:"), the Consultant shall also prepare a quality assurance/quality control plan ("QA/QC Plan") for the Project, within 30 days of issuance of the first Notice to Proceed under this Agreement. The QA/QC Plan shall be prepared in accordance with minimum requirements of LAHD, recognized professional standards, and shall identify procedures for reviewing and checking computations, design drawings and other submittals specific to the design phase for both Consultant and Subconsultants. The plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance. As part of the Consultant's QA/QC Plan, Consultant Senior Staff shall perform independent review of all documents for completeness, technical accuracy, and coordination and code compliance at the end of each work phase prior to submittal of deliverables to Engineer.

EXHIBIT B

TASK 1.C - Prepare Project Schedule

Consultant shall develop a computerized critical path method schedule ("CPM Schedule") using Microsoft Project. This schedule shall be created and maintained in close coordination with the Engineer or Engineer's designee. The initial schedule shall be submitted 30 days after the issuance of the first Notice to Proceed under this Agreement. The schedule shall initially focus on design phase activities, including significant milestones (including 40%, 80% quality assurance and quality control, 80%, 100%, and 100% quality assurance and quality control design delivery and review periods), permits, utility coordination and related Tasks, to allow for effective planning, monitoring and reporting throughout the Project. The schedule shall at a minimum accommodate a 14-calendar day review period at the 80% quality assurance and quality control review period, and an additional 7 calendar days to meet and resolve issues. The schedule shall at a minimum accommodate a 28-calendar day review period at the 40%, 80% and 100% design review milestone, and an additional 21 calendar day period to meet and resolve any issues. The schedule shall at a minimum accommodate a 21-calendar day review period at the 100% quality assurance and quality control review period, and an additional 14 calendar days to meet and resolve issues. It shall combine activities related to cost, planning and design, reviews, delivery, and approvals and shall provide uniform guidance for planning, scheduling, budgeting, and coordination efforts. Updates to the schedule should coincide with the monthly Project Development Team ("PDT") Meeting, where reporting shall take place.

TASK 1.D - Monthly Progress Status Reports and Schedule Updates

Consultant shall prepare monthly progress reports that include an update to the key milestone delivery schedule and percent completion of each task worked on during that period. Consultant shall maintain the CPM Schedule. The schedule will be reviewed in close coordination with Engineer. Each month a schedule shall be issued for Project progress meetings and other public meetings where Project status and the schedule may be an agenda item. The CPM Schedule shall also be updated each month to show progress.

TASK 1.E - Joint Development Team ("JDT") Meetings

Consultant team shall attend periodic JDT meetings with Project stakeholders throughout the term of this Agreement. Consultant's Project Manager shall attend each meeting. It is anticipated that various other members of the Project team, including Subconsultants, may be required to attend the meetings. Consultant shall prepare an agenda and distribute meeting minutes, as well as track design contract action items. Monthly progress reports shall be presented and discussed at this meeting. Up to 12 JDT meetings are assumed for the duration of services, in addition to weekly design team meetings.

TASK 1.F - Subconsultant Administration

Consultant shall administer all Subconsultants on this Project. All Subconsultant requests for information, questions, clarifications, and invoices shall be processed through the Consultant.

EXHIBIT B

TASK 1.G - Meetings, Permits, and Utility Coordination

Consultant shall attend meetings, conferences, hearings and provide drawings, applications and exhibits necessary to obtain all required approvals, plan checks, permits, variances and utility services/modifications for the Project. Consultant shall determine regulatory agency approvals, plan checks, permits and variances necessary for Project's design and construction unless the Engineer otherwise directs in writing. Consultant shall prepare and deliver to Engineer, for review and comment, minutes of all meetings attended within three (3) working days after the meeting, whether or not City is represented at said meetings, if the subject of such meeting is material to design of Project or if Engineer requests such meeting minutes.

- i. For permits and permit related activities as described below, the Consultant shall be solely responsible for preparing applications, including providing all required data, support documents, and drawings; completing the application; submitting the permit application after review and approval by LAHD; monitoring the permit progress; and picking up and delivering the permit to the LAHD, including, but not limited to:
 - a. All permits and approvals that are under the jurisdiction of the City of Los Angeles Department of Building and Safety ("LADBS") including, but not limited to:
 - Electrical
 - Building
 - Plumbing
 - Structural
 - Low Impact Development (SUSMP)
 - b. Provide all required data, support documents, and drawings for approval of this Project by the City of Los Angeles Fire Department.
 - c. All permits and approvals that are under the jurisdiction of the City of Los Angeles Department of Water and Power ("LADWP") including, but not limited to:
 - Water
 - Electrical
- ii. The LAHD shall pay fees for all permits required for the Project.
- iii. The Consultant shall contact permit or regulatory agency personnel only when directed by LAHD for the purpose of clarifying technical issues.
- iv. The Consultant shall coordinate with LAHD prior to answering questions received from permit or regulatory agencies as required to obtain drawing and design approval.
- v. When directed by LAHD, the Consultant shall pick up any documents

EXHIBIT B

prepared by the Consultant from permit agencies in order to make required corrections and return those documents to the permit agency, all in a timely manner.

- vi. The Consultant shall prepare a schedule for processing permits required for this Project, including all milestones available for monitoring permit progress.

TASK 1 DELIVERABLES

- Detailed project management plan (PMP);
- Quality control/quality assurance (QC/QA) plan;
- Microsoft (MS) Project Critical Path Method (CPM) schedule;
- Monthly written progress reports, including CPM schedule updates;
- Meeting minutes (for all meetings), agendas and updated renderings (which are updated and tracked per meeting);
- Completed permit applications; and
- Schedule for the processing of permits required for the project.

TASK 2 - Conceptual Study and Report Phase

After issuance of the first written Notice to Proceed under this Agreement, Consultant shall perform Conceptual Study and Report for the Project. That work shall include, but not necessarily be limited to, the following:

- A. Visit the site and become familiar with the Project area.
- B. Review available survey, coordinate control information and record plans and use this material to establish site boundaries, locations of existing facilities, utilities (including utilities below grade), any active or abandoned oil wells/facilities and existing grades. Provide a list of additional surveys required, which will be performed by the LAHD's survey forces.
- C. Identify and analyze permits, approvals and requirements of local, state, and federal regulatory agencies, and coordinate with them as necessary for conformance with their requirements, rules and regulations.
- D. Planning
 1. Identify planning goals and objectives. Consultant shall identify and analyze issues affecting planning, design, permits/approvals, costs, and construction.
 2. Coordinate with all major users and regulatory agencies in the area with regard to their present operations, problems, use conflicts, land use efficiency and future plans.
- D. Coordinate work with adjacent facilities.

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E. Develop detailed project design criteria and identify critical issues, opportunities and constraints. Prepare Design Criteria Manual to incorporate results of this work.

F. Prepare Conceptual Design and Cost Estimates.

Consultant shall prepare:

1. Three (3) conceptual alternatives. Each alternative shall include plans, sections, relevant details, cost estimate and schedule.
2. Renderings of each concept, in Revit, including an aerial view of the campus, and views of the proposed training facilities (e.g. buildings, lashing station, ship-to-shore training).
3. Three (3) iterations of each alternative. Each iteration shall include plans, sections, relevant details, cost estimate and schedule.
4. Draft and final conceptual design report and documentation package presenting the results of the three (3) conceptual studies to clearly present the considerations involved and the alternative solutions available setting forth Consultant's findings and evaluations. Include a summary of the cost, schedule, and a list of risks with pros and cons for each alternative. Provide a recommendation of preferred alternative that best achieves the project objective and design criteria.
5. Final conceptual design of the preferred alternative at the direction of the JDT. Include updated photorealistic renderings of the preferred alternative.

G. Prepare PowerPoint, presentations, and exhibits (e.g. boards/easels of renderings).

TASK 2 – DELIVERABLES

- Site Parameters & Constraints and Building Programs Use Documentation;
- Preliminary Conceptual Study (Design Criteria Manual);
- Draft and Final Conceptual Study report;
- Architectural exhibits/photorealistic or 3D renderings;
- Preliminary architectural plans;
- Preliminary materials selection;
- Landscaping exhibit(s);
- Structural exhibit(s);
- Mechanical/electrical/plumbing (MEP) exhibit(s);
- Grading and surfacing exhibit(s);
- Utility and substructure exhibit(s);
- Active or abandoned oil wells/facilities exhibit(s);
- Construction phasing;
- All electronic files including calculations, model files, presentations, photographs, etc.;

EXHIBIT B

- Preliminary Project construction cost estimates; and
- Preliminary Project design and construction schedules.

TASK 3 - Geotechnical Engineering Services

- Task 3A) Phase 1 – Earthwork Improvements
Task 3B) Phase 2 – Training Facility Improvements

Consultant will investigate, sample and test the soil and subsurface conditions at the project site, and provide geotechnical recommendations for design of the project. The geotechnical work shall include, but not necessarily be limited to, the following:

- A. Review and Analysis of Existing Information:
1. Collect and review existing geotechnical reports, boring logs and other geotechnical information from adjacent and nearby projects, as well as from previously performed geotechnical work in the Project area, including a preliminary geotechnical feasibility assessment, performed by Earth Mechanics Inc., dated December 20, 2022, which is available as Attachment 2.
 2. Review and represent the site geology on plan, section, and profiles. Summarize soil parameters as presented in existing data.
 3. Inspect site to determine existing site conditions.
- B. Field Investigation:
1. Consultant shall develop a geotechnical work plan, including determination of the number of borings, cone penetration tests (“CPT”) or other data acquisition and testing required for design of the Project.
 2. Submit a boring plan indicating the location and depths of all borings and CPTs for approval by Engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings.
 3. Detailed planning of field investigation:
 - a. Identify, notify, coordinate with tenants, site occupants, utility owners, other stakeholders, agencies, departments, and other entities and, obtain approvals as required;
 - b. Arrange for and schedule drillers;
 - c. Make preparations for sample handling, transportation, and testing;
 - d. Locate test borings;
 - e. Locate utilities and other onsite interferences and mark location on the ground;
 - f. Obtain necessary permits; and
 - g. Schedule field staff.

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4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, Consultant shall adjust boring depths, locations, and number of borings and CPTs using prudent engineering judgment and considering subsurface conditions and project requirements and as approved by Engineer. CPT data shall be obtained during borings.
5. Borings in uncontaminated areas shall be backfilled with soil cuttings, except CPTs will not be backfilled. Borings and CPTs in contaminated areas shall be backfilled with grout. Contaminated drilling spoils shall be left on-site in drums for disposal by others.

C. Laboratory Testing:

1. Perform laboratory testing to include, but not necessarily be limited to, the following:
 - a. Index testing:
 - i. Moisture content/dry density;
 - ii. Specific gravity;
 - iii. Atterberg limits;
 - iv. Sand equivalent;
 - v. Sieve analysis; and
 - vi. Resistivity.
 - b. Consolidation tests with time plot.
 - c. Soil Strength tests:
 - i. Triaxial compression;
 - ii. Direct shear; and
 - iii. Standard penetration test.
 - d. R-value or CBR tests.
 - e. Compaction tests.
 - f. Chemical analysis:
 - i. pH;
 - ii. sulfates; and
 - iii. chlorides.

D. Prepare Soil Data Report:

1. Prepare narrative summary of the site soil conditions and soil parameters as developed from review of existing data, borings, and laboratory testing.

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2. Prepare and draft boring logs using GINT program.
3. Prepare site soil plan, profile, and cross sections.
4. Prepare data report.

E. Geotechnical Analysis:

The geotechnical analysis shall be based on both the currently available geotechnical site information and the results of the new field investigation. The following items shall be addressed by the geotechnical analysis:

1. Provide seismic design requirements and recommendations based on Los Angeles Building Code criteria and considering the significance of the Palos Verdes Fault.
2. Foundation Analysis:
 - a. Develop recommendations for the foundations and/or bedding of structures, including retaining walls, vaults, storm drains and light poles considering local site conditions and recommended seismic requirements.
 - b. Perform analysis and provide recommendations for design and construction of pile-supported structures, including but not limited to buildings and ship-to-shore crane rail girders.
 - c. Prepare technical report.
3. Pavement Design:
 - a. Develop pavement section for pavement improvements based on adjoining property, and proposed operational usage of the site;
 - b. Provide R-values and CBRs of sub-grade for pavement design; and
 - c. Prepare technical report.
4. General Grading:
 - a. Provide analyses and recommendations for the following:
 - i. Trench excavation, backfill and shoring;
 - ii. Site grading, fill placement and compaction;
 - iii. Subgrade preparation for foundations and footings of structures;
 - iv. Bedding requirements for utilities and substructures;
 - v. Dewatering;
 - vi. Settlement and volume expansion; and
 - vii. Evaluation of liquefaction potential.

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5. Corrosive Potential:

- a. Determine soil corrosion potential and recommend protective measures for utilities and substructures.

F. Final and Draft reports:

The findings, conclusions and recommendations shall be discussed with LAHD as they are developed. Upon completion of the work, Consultant shall submit five (5) copies of the draft report containing the findings, conclusions and recommendations together with the supporting field and laboratory data for review by LAHD. Consultant shall review and address LAHD's comments, and submit ten copies of the final report to LAHD.

G. Plans, Specifications, and Estimates Review:

Consult with designers during Preliminary and Final Designs as necessary to implement recommendations and review Project plans, specifications and estimates for conformance with geotechnical recommendations.

TASK 3A – DELIVERABLES

- Meeting minutes;
- Boring plan;
- Obtain necessary permits;
- Soil data reports including methane levels; and
- Draft and final geotechnical reports.

TASK 3B – DELIVERABLES

- Meeting minutes;
- Boring plan;
- Obtain necessary permits;
- Soil data reports including methane levels; and
- Draft and final geotechnical reports.

TASK 4 - Preliminary Design Phase (40% DESIGN)

- Task 4A) Phase 1 – Earthwork Improvements
Task 4B) Phase 2 – Training Facility Improvements

- A. Upon completion of the conceptual study and report phase, selection of a preferred alternative by LAHD, and issuance of a written Notice to Proceed from the Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall perform the preliminary (40%) design.
- B. Consultant shall be responsible for all necessary permit plan check submittals and approvals as required by the LADBS and other applicable regulatory agencies with jurisdiction.

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- C. Prepare a preliminary list of required permits and approvals, including estimated durations. Permits/approvals for this project include but are not necessarily limited to the following:
- a. City of Los Angeles Department of Building and Safety;
 - b. United States Green Building Council;
 - c. City of Los Angeles Department of Public Works;
 - d. City of Los Angeles Fire Department;
 - e. Federal Railroad Administration;
 - f. California Geologic Energy Management Division (CalGEM); and
 - g. California Public Utilities Commission.
- D. Plans shall include typical elevations, sections, schedules and details and illustrate the architectural, civil, structural, electrical, mechanical, and other design aspects in sufficient detail to cover all matters, which will materially affect the essential features and cost of the Project.
- E. The preliminary design submittal shall include, but not necessarily be limited to, the following:

Task 4A:

- 1. Site plan showing coordination and relationships with overall site development;
- 2. Construction phasing plan;
- 3. Removal plan;
- 4. Substructure plan;
- 5. Grading design;
- 6. Utility plan;
- 7. Oil well facility plan status (even if oil well work is by others);
- 8. Outline specifications for each discipline of work;
- 9. Updated project cost estimate and schedule; and
- 10. Perform all appropriate code coordination and review with applicable local, state, and federal agencies.

Task 4B:

- 1. Owner's Project Requirements ("OPR") and Facilities Basis of Design ("BOD") Reports;
- 2. Architectural Plans;
- 3. LEED checklist scorecard identifying points to achieve minimum Gold Certification;
- 4. Site plan showing coordination and relationships with overall site development;
- 5. Construction phasing plan;

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6. Removal plan;
7. Substructure plan;
8. Methane mitigation plan;
9. Civil design;
10. Structural design including methane gas investigation;
11. Mechanical/HVAC design;
12. Plumbing design;
13. Electrical design;
14. Storm drain plans and details;
15. Landscape and hardscape design;
16. Striping and signage plan;
17. Utility plan;
18. Oil well facility plan status (even if oil well work is by others);
19. Site/Area lighting plan;
20. Crane rail plan;
21. Outline specifications for each discipline of work;
22. Updated project cost estimate and schedule;
23. Utility demand estimates; and
24. Perform all appropriate code coordination and review with applicable local, state, and federal agencies.

TASK 4A – Deliverables

- Preliminary site plan;
- Preliminary construction phasing plans;
- Preliminary removal plan;
- Preliminary substructure plan;
- Preliminary civil plans;
- Preliminary utility plans;
- Oil well facility status plans;
- Preliminary construction cost estimate;
- Preliminary construction schedule;
- Associated reports and analysis work;
- Outline of specifications;
- Spreadsheet summarizing comments and responses on 40% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 4B – Deliverables

- Preliminary OPR & BOD reports;
- Preliminary LEED Gold certification checklist scorecard;
- Preliminary methane mitigation plans;
- Preliminary architectural plans;

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- Preliminary site plan;
- Preliminary construction phasing plans;
- Preliminary removal plan;
- Preliminary substructure plan;
- Preliminary civil plans;
- Preliminary structural plans;
- Preliminary mechanical/electrical/plumbing plans;
- Preliminary utility plans;
- Oil well facility status plans;
- Preliminary signing & striping plans;
- Preliminary site/area lighting plans;
- Preliminary crane rail plans;
- Preliminary construction cost estimate;
- Preliminary construction schedule;
- Associated reports and analysis work;
- Outline of specifications;
- Spreadsheet summarizing comments and responses on 40% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 5 - Eighty-percent Construction Documents (80% DESIGN)

Task 5A) Phase 1 – Earthwork Improvements

Task 5B) Phase 2 – Training Facility Improvements

- A. Upon issuance of written Notice(s) to Proceed from Engineer, proceed with 80% design of Project.
- B. Preparation of plans, specifications, and estimates in sufficient detail to provide the information necessary for competitive construction contract bidding for Project.
- C. All review comments provided in and during the Preliminary Design Phase (40% Construction Plans – Task 4A and 4B) shall be addressed and incorporated as necessary.
- D. All 80% quality assurance and quality control review comments from the first deliverable iteration shall be addressed and incorporated as necessary. See Task 5A and 5B deliverables.
- E. Update the list of required permits and approvals, including estimated durations.
- F. Permits and approvals:
 - 1. Perform all appropriate code coordination and review with all applicable local, state, and federal agencies.

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2. Consultant shall complete applications, including necessary documentation, to obtain all permits and approvals for Project other than those that are required to be obtained by contractor(s). These applications shall be submitted to Engineer for review and approval prior to filing with appropriate agencies.
3. Permits/approvals for this project include, but are not necessarily limited to, the following:
 - f. City of Los Angeles Department of Building and Safety;
 - g. United States Green Building Council;
 - h. City of Los Angeles Department of Public Works;
 - i. City of Los Angeles Fire Department;
 - j. Federal Railroad Administration;
 - f. California Geologic Energy Management Division (CalGEM); and
 - g. California Public Utilities Commission.
4. Changes in the plans, specifications, and estimates, including any changes required by a change in rules, regulations, or laws required to obtain final approval from said agencies shall be made by Consultant.
5. Consultant shall determine and obtain any other permits required by the local, state, and federal agencies for Project.

TASK 5A – Deliverables

Consultant shall provide an 80% design submittal to LAHD at the end of this design phase. Consultant shall include two (2) iterations for comment and review. The first iteration will be for a quality assurance and quality control ("QA/QC") review. Consultant shall address comments from QA/QC review and resubmit. The second iteration will be for the 80% review.

- Site plan;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Grading plans;
- Utility plan;
- Oil well facility status plans;
- Updated construction estimates itemized per the Bid Proposal Line Items;
- Updated construction schedule;
- Associated reports and analysis work;
- Calculations;
- Specifications;
- Spreadsheet summarizing comments and responses on 80% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

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Task 5B – Deliverables

Consultant shall provide an 80% design submittal to LAHD at the end of this design phase. Consultant shall include two (2) iterations for comment and review. The first iteration will be for a quality assurance and quality control (“QA/QC”) review. Consultant shall address comments from QA/QC review and resubmit. The second iteration will be for the 80% review.

- Developed OPR & BOD reports;
- Developed LEED Gold certification checklist scorecard;
- Preliminary Commissioning Plan
- Architectural plans including methane mitigation;
- Site plan;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Civil plans;
- Structural plans;
- Mechanical/electrical/plumbing plans;
- Utility plans;
- Oil well facility status plans;
- Signage and striping plans;
- Site/area lighting plans;
- Crane rail plans;
- Updated construction estimates itemized per the Bid Proposal Line Items;
- Updated construction schedule;
- Associated reports and analysis work;
- Calculations;
- Specifications;
- Spreadsheet summarizing comments and responses on 80% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 6 - Final Design Documents (100% DESIGN)

- Task 6A) Phase 1 – Earthwork Improvements
Task 6B) Phase 2 – Training Facility Improvements

- A. Upon issuance of a written Notice to Proceed from Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall prepare the Final Design submittal and respond to and incorporate all comments received from LAHD, LADWP, LADBS, USGBC, and all other reviews by local, state or federal agencies having jurisdiction.
- B. All review comments provided in and during the 80% design (Task 5A and 5B) shall be addressed, and incorporated as necessary.
- C. Provide status and updates to the list of required permits and approvals.

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- D. Plans, specifications, and estimates shall be stamped and signed by an architect or engineer appropriately licensed to practice in the State of California.
- E. Submit to Engineer all construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.
- F. Submit a detailed estimate of the cost based on the bid items and provide a Class "A" estimate.
- G. Submit a proposed construction schedule in sufficient detail for use by Engineer in evaluating the adequacy of contractor's scheduling submittal.

TASK 6A - Deliverables

Consultant shall provide a 100% design submittal to LAHD at the end of this design phase. Consultant shall include two (2) iterations for comment and review. The first iteration will be for a 100% review. Consultant shall address comments from 100% review and resubmit. The second iteration will be for the 100% QA/QC review.

- Site plans;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Grading plans;
- Utility composite plan;
- Oil well facility status plans;
- Updated construction estimates itemized per the Bid Proposal Line Items;
- Updated construction schedules;
- Associated reports and analysis work;
- Calculations;
- Specifications;
- Spreadsheet summarizing comments and responses on 100% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 6B - Deliverables

Consultant shall provide a 100% design submittal to LAHD at the end of this design phase. Consultant shall include two (2) iterations for comment and review. The first iteration will be for a 100% review. Consultant shall address comments from 100% review and resubmit. The second iteration will be for the 100% QA/QC review.

- Final OPR & BOD reports;
- Final LEED Gold certification checklist scorecard;
- Developed Commissioning Plan
- Architectural plans including methane mitigation;
- Site plans;

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- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Civil plans;
- Structural plans;
- Mechanical/electrical/plumbing plans;
- Utility composite plan;
- Oil well facility status plans;
- Landscape and hardscape plans;
- Signage and striping plans;
- Site/area lighting plan;
- Crane Rail plans;
- Updated construction estimates itemized per the Bid Proposal Line Items;
- Updated construction schedules;
- Associated reports and analysis work;
- Calculations;
- Specifications;
- Spreadsheet summarizing comments and responses on 100% submittal; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.

TASK 7 - Signature Submittal

Task 7A) Phase 1 – Earthwork Improvements

Task 7B) Phase 2 – Training Facility Improvements

- A. Following review and incorporation of comments of Engineer, original plans, specifications, and estimates, stamped and signed by an engineer or architect appropriately licensed to practice in the State of California, shall be submitted for signature by Engineer.
- B. Preparation of documents in sufficient detail to provide the information necessary for competitive construction contract bidding for Project.
- C. All review comments provided in and during the 100% QA/QC design (Task 6A and 6B) shall be addressed, and incorporated as necessary.
- D. The original drawings and two vellums drawings, electronic CAD files, unbound original specification, and two copies of final cost estimate and schedule shall be submitted.
- E. Submit to Engineer all final construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.
- F. Provide status and updates to the list of required permits and approvals.

TASK 7A – Deliverables

- Original drawings including two (2) full size vellums with wet signature and

EXHIBIT B

- PE stamp;
- Unbound original specifications;
- Final cost estimate itemized per the Bid Proposal Line Items;
- Final schedule; and
- Final quantities and calculations.

TASK 7B – Deliverables

- Original drawings including two (2) full size vellums with wet signature and PE stamp;
- Unbound original specifications;
- Final cost estimate itemized per the Bid Proposal Line Items;
- Final schedule; and
- Final quantities and calculations.

TASK 8 - Bidding Phase

TASK 8A) Phase 1 – Earthwork Improvements

TASK 8B) Phase 2 – Training Facility Improvements

Consultant will provide assistance to LAHD during the contract(s) advertising and award process which will include the following:

- A. Attendance at pre-bid meetings.
- B. Reviewing and providing responses to bidder inquiries as directed by LAHD.
- C. Preparing and issuing addendums as directed by LAHD.

TASK 8 – Deliverables

- Addendums;
- Report including bidders' questions and consultant response; and
- PowerPoint presentations, artist renderings, and presentations boards.

TASK 9 - Design Services during Construction

TASK 9A) Phase 1 – Earthwork Improvements

TASK 9B) Phase 2 – Training Facility Improvements

Provide design support during construction. Responsibilities include attending meetings, responding to Contractor RFIs (Requests for Information), submittals, delta drawings, and other construction support related tasks. Consultant shall provide the following services in support of the LAHD on-site construction management efforts.

- A. Office Engineering:
 - 1. Check detailed construction drawings, submittals, shop and erection drawings, and substitutions submitted by the project contractor for compliance with permits and plans, specifications, and estimates.

EXHIBIT B

2. Review specific non-routing laboratory, shop, and mill test reports of materials and equipment as directed by the LAHD.
3. Address RFIs from the project contractor and LADBS inspectors.
4. Finalize and implement commissioning plan and final commissioning report including but not limited to pre-functional checklists, and functional test plans. Monitor, coordinate, receive, upload, and document all LEED items for achieving certification. Prepare and maintain a current facilities requirements and operations and maintenance plan
5. Prepare record (as-built) drawings on original plans as per the data supplied by the Project contractor via the LAHD construction manager.

B. Field Engineering:

1. Make periodic visits to the site to observe the work in progress and provide appropriate reports, including attendance at weekly progress meetings.
2. Observe and report to the LAHD on any performance test required by the LEED commissioning, plans and specifications.
3. Attend final inspections of Project's completed construction contracts.

C. Structural Observation:

1. Consultant shall provide qualified personnel for observation of structural systems, for general conformance to the approved plans and specifications in conformance with all applicable codes.
2. This task includes a limited number of field trips at significant construction stages and at completion of the structural system. The structural systems include the lateral and/or gravity of load paths.

D. Geotechnical Observation and Testing:

1. Consultant shall provide qualified personnel for geotechnical observations to the geotechnical report, and approved plans and specifications in conformance with all applicable codes.
2. Consultant shall provide qualified personnel for ground settlement monitoring during the surcharge period. Ground settlement monitoring includes analysis of settlement survey data every 2 weeks for a 9 month period, monthly settlement reports and a final settlement report.
3. This task includes a limited number of field trips at significant construction stages and at completion as required.

EXHIBIT B

TASK 9 - Deliverables

- Responses to RFIs;
- Provide clarifications;
- Field reports and "punch lists";
- Monthly and final ground settlement monitoring reports;
- Reviewed shop drawings and submittals; and
- Prepare Record Drawings in accordance with the LAHD 2022 CAD Manual.

TASK 10 - Additional Design Services

The work includes, but is not limited to, technical studies, analysis, conceptual – final designs, and other engineering services as directed by Engineer that relate to the Project. This optional task, including PS&E, may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

TASK 11 - Additional Coordination with Stakeholders

The work includes additional coordination with stakeholders as directed by Engineer. This optional task may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

TASK 12 – Public Outreach Services

The work includes public outreach services as directed by Engineer that relate to the Project. This optional task may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

TASK 13 – Project Control for Grant Funding

The work includes Project control services related to Project grant funding as directed by Engineer. This optional task may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

EXHIBIT C

Form of Directive

Date

(Consultant)
(Consultant Address)
(City, State, Zip Code)

Attn: (Project Manager)

SUBJECT: DIRECTIVE NO. _____
PROJECT TITLE _____
AGREEMENT NO. _____

Pursuant to Section 2.2(a) of the subject Agreement No. _____, after receipt of a written Notice to Proceed signed by the Chief Harbor Engineer of the Construction Division, Consultant shall proceed with the following:

<u>Task</u>	<u>Services</u>	<u>Authorized Amount</u>
1	_____	\$ _____ (Lump Sum)
2	_____	\$ _____ (Not to Exceed)

Consultant shall provide all required tasks, services, and deliverables in accordance with Exhibit "A" to Agreement No. _____.

Consultant shall complete the work within ____ calendar days from the transmittal of a written Notice to Proceed.

When invoicing for the services covered by this Directive, please identify fees for this Directive as follows:

LAHD EWO No. _____	LAHD Job No. _____
LAHD Center No. _____	LAHD Program No. _____
LAHD Account No. _____	

Consultant shall undertake the following MBE/WBE/SBE/DVBE/OBE utilization in connection with its performance of this Directive:

MBE XX%, WBE XX%, SBE XX%, DVBE XX%, OBE XX%, VSBE XX%

EXHIBIT C

Consultant Name

Page 2 of 2

Consultant acknowledges that the terms and conditions of Agreement No. _____ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive.

Please sign both original copies of this Directive. Retain one original for your files and return the other executed copy to this office immediately.

If you have any questions, please contact _____ at (310) 732-_____.

Sincerely,

Chief Harbor Engineer
Engineering Division

ACCEPTED:

APPROVED:

(Consultant Name)
Consultant

DINA ARYAN-ZAHLAN
Deputy Executive Director

Date: _____

Date: _____

EXHIBIT D

Form of Notice to Proceed

(Date)

(Consultant)
(Consultant Address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Notice to Proceed – Directive No. _____
Agreement No. _____
(Project Name)

This is to notify and direct you to commence performance of the subject Directive.
Enclosed is your set of the executed Directive documents.

If you have any questions, please contact _____ at (310) 732-_____.

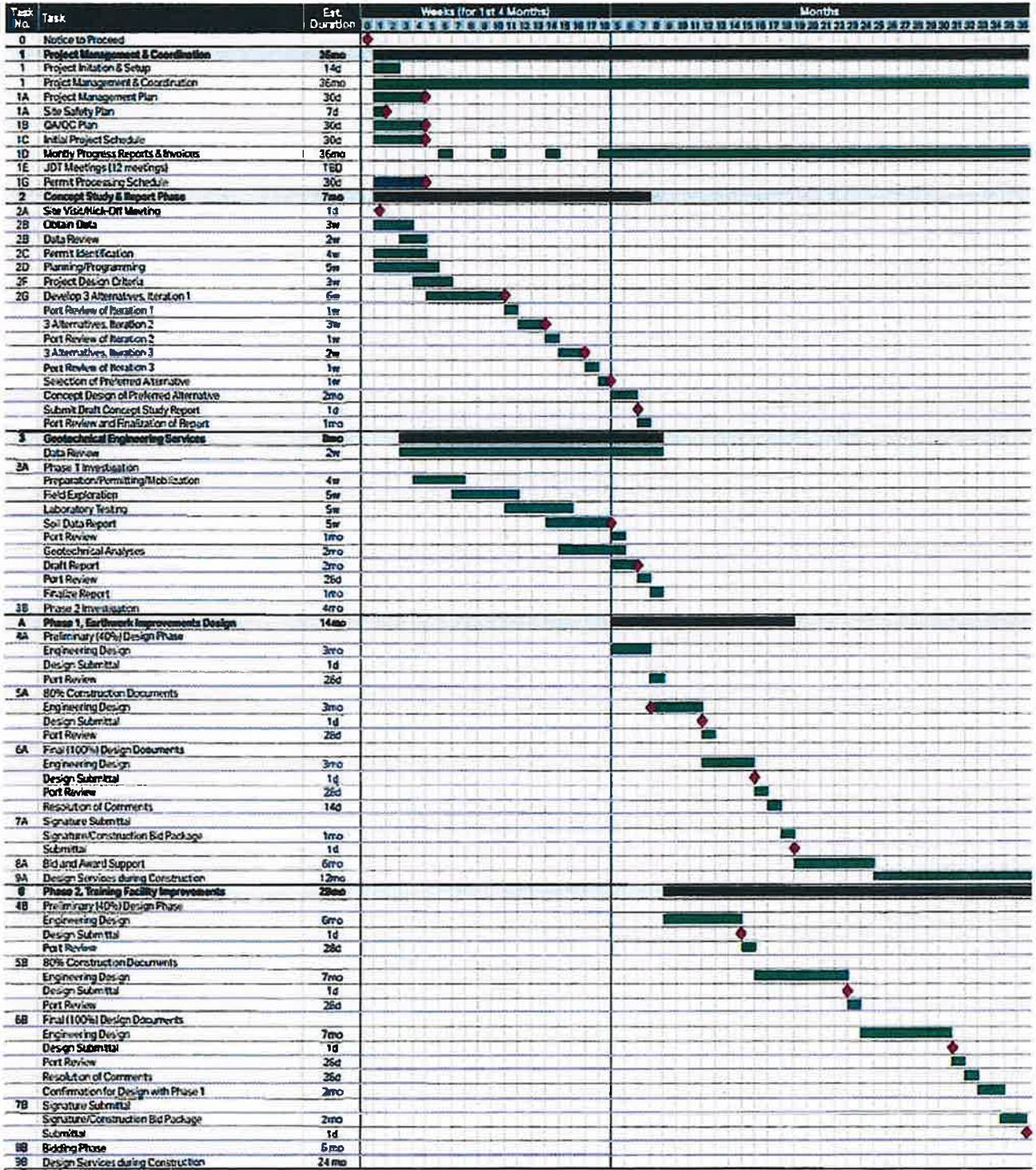
Very truly yours,

Chief Harbor Engineer

Enclosure: Directive No. _____

EXHIBIT E

Port of Los Angeles and Port of Long Beach Goods Movement Training Facility Schedule



**Method of Compensation
AECOM Technical Services, Inc.**

**PORT OF LOS ANGELES AND PORT OF LONG BEACH
GOODS MOVEMENT WORKFORCE TRAINING FACILITY**

ELEMENT A - PHASE 1 - EARTHWORK IMPROVEMENTS
ELEMENT B - PHASE 2 - WORKFORCE TRAINING FACILITY IMPROVEMENTS

TASK 1 - PROJECT MANAGEMENT AND COORDINATION:

COMPENSATION FOR WORK PERFORMED UNDER THIS TASK WILL BE PAID UNDER TASKS 2 - 13 \$ N/A

TASK 2 - CONCEPTUAL STUDY AND REPORT PHASE:

Lump Sum		
2.A	Phase 1 Earthwork Improvements	\$ 269,952.00
2.B	Phase 2 Training Facility Improvements	\$ 501,341.00
Task 2 Sub-Total		\$ 771,293.00

TASK 3 - Geotechnical Engineering Services:

Lump Sum		
3.A	Phase 1 Earthwork Improvements	\$ 552,445.00
3.B	Phase 2 Training Facility Improvements	\$ 368,297.00
Task 3 Sub-Total		\$ 920,742.00

TASK 4 - PRELIMINARY DESIGN PHASE (40% DESIGN):

Lump Sum		
4.A	Phase 1 Earthwork Improvements	\$ 167,022.00
4.B	Phase 2 Training Facility Improvements	\$ 1,394,719.00
Task 4 Sub-Total		\$ 1,561,741.00

TASK 5 - EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN):

Lump Sum		
5.A	Phase 1 Earthwork Improvements	\$ 269,330.00
5.B	Phase 2 Training Facility Improvements	\$ 1,701,021.00
Task 5 Sub-Total		\$ 1,970,351.00

TASK 6 - FINAL DESIGN DOCUMENTS (100% DESIGN):

Lump Sum		
6.A	Phase 1 Earthwork Improvements	\$ 217,372.00
6.B	Phase 2 Training Facility Improvements	\$ 1,106,605.00
Task 6 Sub-Total		\$ 1,323,977.00

TASK 7 - SIGNATURE SUBMITTAL:

Lump Sum			
7.A	Phase 1 Earthwork Improvements	\$	81,223.00
7.B	Phase 2 Training Facility Improvements	\$	340,854.00
Task 7 Sub-Total			\$ 422,077.00

TASK 8 - BIDDING PHASE:

Lump Sum			
8.A	Phase 1 Earthwork Improvements	\$	36,639.00
8.B	Phase 2 Training Facility Improvements	\$	40,042.00
Task 8 Sub-Total			\$ 76,681.00

TASK 9 - DESIGN SERVICES DURING CONSTRUCTION:

Lump Sum			
9.A	Phase 1 Earthwork Improvements	\$	416,494.00
9.B	Phase 2 Training Facility Improvements	\$	1,313,785.00
Task 9 Sub-Total			\$ 1,730,279.00

TASK 10 - ADDITIONAL DESIGN SERVICES:

Not to Exceed			
10	Additional Design Services	\$	700,000.00
Task 10 Sub-Total			\$ 700,000.00

TASK 11 - ADDITIONAL COORDINATION WITH STAKEHOLDERS:

Not to Exceed			
11	Additional Coordination with Stakeholders	\$	100,000.00
Task 11 Sub-Total			\$ 100,000.00

TASK 12 - PUBLIC OUTREACH SERVICES:

Not to Exceed			
12	Public Outreach Services	\$	100,000.00
Task 12 Sub-Total			\$ 100,000.00

TASK 13 - PROJECT CONTROL FOR GRANT FUNDING:

Not to Exceed			
13	Project Control for Grant Funding	\$	100,000.00
Task 13 Sub-Total			\$ 100,000.00
Project Total:			\$ 9,777,141.00

EXHIBIT G

Attachment 7

HOURLY RATES FOR
 AECOM TECHNICAL SERVICES, INC.
 PORT OF LOS ANGELES AND PORT OF LONG BEACH
GOODS MOVEMENT WORKFORCE TRAINING FACILITY

TEAM AND LABOR CLASSIFICATION	RATE	TEAM AND LABOR CLASSIFICATION	RATE
AECOM Technical Services, Inc. (AECOM)		KPFF	
Project Director	\$ 330.00	Principal	\$ 280.00
Project Manager	\$ 310.00	Project Manager	\$ 270.00
Department/Discipline Manager	\$ 290.00	Senior Tech Specialist	\$ 260.00
Deputy Project Manager/Technical Manager	\$ 280.00	Senior Engineer	\$ 224.00
Project Engineer	\$ 270.00	Professional Engineer	\$ 198.00
Principal Engineer II	\$ 255.00	Design Engineer	\$ 172.00
Principal Engineer I	\$ 235.00	Designer	\$ 155.00
Engineer IV	\$ 215.00	CAD Technician	\$ 155.00
Engineer III	\$ 195.00	Project Assistant	\$ 138.00
Engineer II	\$ 175.00	Admin	\$ 104.00
Engineer I	\$ 160.00		
Engineer	\$ 150.00	IEM	
CADD III	\$ 155.00	Principal	\$ 320.00
CADD II	\$ 135.00	Senior Estimator	\$ 260.00
CADD I	\$ 110.00		
Project Controls	\$ 180.00	Krummrich	
Clerical Administration	\$ 90.00	Principal Scientist	\$ 300.00
		Senior Project Manager	\$ 275.00
Earth Mechanics, Inc. (EMI)		Wellsite Manager	\$ 150.00
Principal/Senior Consultant	\$ 295.00	Senior Project Engineer	\$ 250.00
Principal Engineer/Geologist	\$ 277.00		
Senior Engineer/Geologist	\$ 220.00	NS Structural	
Senior Project Engineer/Geologist	\$ 190.00	Principal Structural Engineer	\$ 208.08
Project Engineer/Geologist	\$ 172.00	Senior Structural Engineer	\$ 186.76
Senior Staff Engineer/Geologist	\$ 157.00	Structural Designer/Drafter	\$ 111.65
Staff Engineer/Geologist	\$ 131.00	Admin	\$ 69.02
Senior Technician	\$ 150.00		
Technician	\$ 75.00		
Clerical	\$ 143.00		

EXHIBIT G

HOURLY RATES FOR
 AECOM TECHNICAL SERVICES, INC.
 PORT OF LOS ANGELES AND PORT OF LONG BEACH
GOODS MOVEMENT WORKFORCE TRAINING FACILITY

TEAM AND LABOR CLASSIFICATION	RATE	TEAM AND LABOR CLASSIFICATION	RATE
MBI Media		System Metric Group	
Principal in Charge	\$ 203.76	Principal Engineer/Geologist/Environmental Scientist	\$ 284.46
Senior Project Manager	\$ 155.23	Senior Project Manager	\$ 303.72
Senior Resource Project Manager	\$ 124.52	Project Manager II	\$ 199.97
Project Manager	\$ 109.14	Principal Engineer II	\$ 303.72
Construction Relations Representative	\$ 112.47	Principal Engineer II	\$ 267.82
Deputy Project Manager	\$ 79.28	Project Engineer	\$ 192.28
Account Coordinator II	\$ 72.22	Senior Engineer/Geologist/Environmental Sc	\$ 243.25
Account Coordinator I	\$ 65.94	Technician	\$ 89.27
Senior Graphic Designer	\$ 123.52	GIS Analyst	\$ 142.78
Senior Web Designer	\$ 123.52	Senior Traffic Engineer	\$ 303.72
Deputy Graphic/Web Designer	\$ 71.15	Staff Traffic Engineer	\$ 192.28
Social Media Specialist	\$ 65.94		
Photographer	\$ 113.03	Yunsoo Kim Design	
Photo Assistant	\$ 65.94	Principal	\$ 230.00
Library Administrator	\$ 65.94	Project Manager	\$ 180.00
Producer and Editor	\$ 120.76	Senior Landscape Designer	\$ 130.00
Camera Operator	\$ 156.99	Landscape Designer	\$ 90.00
Production Assistant	\$ 69.08		
Animation and Virtual Production	\$ 113.03		
Copy/Technical Writer, QA/QC	\$ 79.25		
Translator/Interpreter	\$ 97.33		
Administrative Support	\$ 65.94		
Liftech			
Senior Structural Engineer	\$ 299.00		
Structural Engineer/PIC	\$ 257.00		
Senior Structural Engineer/PM	\$ 247.00		
Structural Engineer	\$ 221.00		
Mechanical Principal	\$ 263.00		
Senior Engineer Mechanical	\$ 221.00		
Senior Engineer Electrical	\$ 221.00		
Senior Structural Drafting	\$ 179.00		
Admin	\$ 141.00		

EXHIBIT H

Company Name & Logo Address

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191
Attention: _____

Invoice No.:
Invoice Date:
Invoice Period:
Federal ID No.:
City Business Tax No.:

Project Title:
Agreement No.:
Directive No.:

Consultant Contact:
Telephone:

Task No.	Description	Fee Type	Contract Amount	Authorized Amount	% Comp	Amount Paid to Date	Prior Invoices	Current Invoice	Remaining Balance
1			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
2			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
3			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
4			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
	GRAND TOTAL		\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance."

Project Manager

**EXHIBIT I
MONTHLY SUBCONSULTANT MONITORING REPORT**

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ VSBE _____

Proposed Subcontractor Percentage _____ MBE _____ WBE _____ OBE _____ DVBE _____

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DVBE	PROPOSED		ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount

Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date

Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

Rev 09/21/11

EXHIBIT J

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 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 a 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, 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 DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon 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 a City Contract. The failure shall only be established upon a finding to that effect by the Awarding

EXHIBIT J

Authority, on the basis of its own investigation or that of the DAA. No 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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.

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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in

EXHIBIT J

a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

EXHIBIT J

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

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

EXHIBIT J

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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.

EXHIBIT K

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is 541330. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$16.5 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

EXHIBIT K

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.



AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Consultant Description Form is true and correct and includes all material information necessary to identify and explain the operations of

AECOM Technical Services, Inc.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.



(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.
 Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 
 Printed Name: Craig Holland, PE

Title: Vice President
 Date Signed: August 11, 2023





Consultant Description Form

NEGOTIATED

PRIME CONSULTANT:

Contract Title: Engineering & Architectural Services for POLA/POLB Goods Movement Training Facility
 Business Name: AECOM Technical Services, Inc. RAMP ID#: 5198
 Award Total: \$ 60.61%
 Owner's Ethnicity: NA* Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
 Local Business Enterprise: YES X NO _____ (Check only one)
 Primary NAICS Code: 541330
 Address: 999 Town and Country Road
 City/State/Zip: Orange, CA 92868
 County: Orange
 Telephone: (714) 567-2400 FAX: () NA
 Contact Person/Title: Philip Hadfield, Vice President
 Email Address: philip.hadfield@aecom.com
 * AECOM Technical Services, Inc. is a wholly-owned subsidiary of AECOM (NYSE:ACM)

SUBCONSULTANT:

Business Name: Earth Mechanics, Inc. (EMI) RAMP ID#: 285
 Award Total: (% or \$): 11.79%
 Services to be provided: Geotechnical Engineering
 Owner's Ethnicity: subcontinent Gender M Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
 Local Business Enterprise: YES X NO _____ (Check only one)
 Primary NAICS Code: 541330
 Address: 17800 Newhope Street, Suite B
 City/State/Zip: Fountain Valley, CA 92708
 County: Orange
 Telephone: (714) 751-3826 FAX: () _____
 Contact Person/Title: Raj Varatharaj, Principal
 Email Address: raj@earthmech.com

SUBCONSULTANT:

Business Name: IEM RAMP ID#: 4786
 Award Total: (% or \$): 2.45%
 Services to be provided: Cost Estimating and Scheduling
 Owner's Ethnicity: Caucasion Gender F Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
 Local Business Enterprise: YES X NO _____ (Check only one)
 Primary NAICS Code: 541330
 Address: 302 West 5th Street, Suite 207
 City/State/Zip: San Pedro, CA 90731
 County: Los Angeles
 Telephone: (310) 221-0749 FAX: (310) 221-0859
 Contact Person/Title: Behjat Zaniani, President
 Email address: bzanjani@iemcm.com

Consultant Description Form

NEGOTIATED



SUBCONSULTANT:

Business Name: KPFF Consulting Engineers RAMP ID#: 22283

Award Total: (% or \$): 12.03%

Services to be provided: Civil Engineering

Owner's Ethnicity: NA Gender Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO (Check only one)

Primary NAICS Code: 541330

Address: 400 Oceangate, Suite 500

City/State/Zip: Long Beach, CA 90802

County: Los Angeles

Telephone: (562) 437-9100 FAX: (562) 437-9200

Contact Person/Title: Todd Graham, Principal

Email Address: todd.graham@kpff.com

SUBCONSULTANT:

Business Name: Liftech Consultants Inc. RAMP ID#: 18335

Award Total: (% or \$): 3.25%

Services to be provided: Container Cranes/Equipment/Crane Foundation Services

Owner's Ethnicity: NA Gender Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES NO X (Check only one)

Primary NAICS Code: 541330

Address: 344 20th Street, Suite 360

City/State/Zip: Oakland, CA 94612

County: Alameda

Telephone: (510) 832-5606 FAX: (510) 832-2436

Contact Person/Title: Sugiarto Loni, Principal

Email Address: sloni@liftech.net

SUBCONSULTANT:

Business Name: MBI Media RAMP ID#: 3763

Award Total: (% or \$): 0.39%

Services to be provided: Public Outreach

Owner's Ethnicity: Caucasion Gender F Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO (Check only one)

Primary NAICS Code: 541820

Address: 100 South Citrus Avenue, Suite 206

City/State/Zip: Covina, CA 91723

County: Los Angeles

Telephone: (626) 967-1510 FAX: ()

Contact Person/Title: Dean Owens, Development and Client Services Manager

Email address: dowens@mbimedia.com

NEGOTIATED



SUBCONSULTANT:

Business Name: NS Structural Engineering RAMP ID#: 50667

Award Total: (% or \$): 2.94%

Services to be provided: Structural Engineering

Owner's Ethnicity: Indian Gender M Group: (SBE) (VSBE) (MBE) WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO (Check only one)

Primary NAICS Code: 541330

Address: 4642 Rockland Place

City/State/Zip: La Canada Flintridge, CA 91011

County: Los Angeles

Telephone: (626) 840-2338 FAX: (626) 796-5377

Contact Person/Title: Neal Shah, Principal

Email Address: neal@ns-se.com

SUBCONSULTANT:

Business Name: System Metrics Group, Inc. RAMP ID#: 30230

Award Total: (% or \$): 4.59%

Services to be provided: Traffic Engineering

Owner's Ethnicity: NA Gender Gender Group: (SBE) VSBE MBE WBE DVBE (OBE) (Circle all that apply)

Local Business Enterprise: YES X NO (Check only one)

Primary NAICS Code: 541330

Address: 510 West 6th Street, Suite 1006

City/State/Zip: Los Angeles, CA 90014

County: Los Angeles

Telephone: (415) 395-1000 FAX: (415) 395-7000

Contact Person/Title: Naree Kim, Principal

Email Address: naree_kim@sysmetgroup.com

SUBCONSULTANT:

Business Name: Yunsoo Kim Design, Inc. RAMP ID#: 76186

Award Total: (% or \$): 1.34%

Services to be provided: Landscape Architecture

Owner's Ethnicity: Asian Gender M Group: (SBE) (VSBE) (MBE) WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO (Check only one)

Primary NAICS Code: 541320

Address: 2629 Foothill Boulevard, Suite 204

City/State/Zip: La Crescenta, CA 91214

County: Los Angeles

Telephone: (213) 220-9699 FAX: ()

Contact Person/Title: Yunsoo Kim, Principal

Email address: yunsoo@yunsookimdesign.com

EXHIBIT L

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.

EXHIBIT L

Exhibit G (cont.)

(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.

EXHIBIT L

Exhibit G (cont.)

(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.

Transmittal 2

Final Evaluation Summary
Engineering and Architectural Services for POLA and POLB Goods Movement Training Facility

Criteria for Evaluation:

(A) Firm Qualifications, Experience and References, (B) Project Organization, Personnel and Staffing, (C) Project Approach, Work Plan, Management and Timeline,
 (D) Rates, Fees, and Budget Control, (E) Clarity and Comprehensiveness of the Proposal

	AECOM	Consultant Team #2	Consultant Team #3	Consultant Team #4	Consultant Team #5
Rater 1	96	88	92	80	76
Rater 2	92	88	83	84	81
Rater 3	96	93	84	92	84
Rater 4	96	84	68	68	60
Rater 5	96	91	92	73	76
Average	95	89	84	79	75
LBE Preference	8	8	8	8	3
Total	103	97	92	87	78
RANK	1	2	3	4	5