

AGREEMENT NO.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
LOS ANGELES MARITIME INSTITUTE

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 LOS ANGELES MARITIME INSTITUTE, a California Corporation, Berth 73, Suite 2, San Pedro, California 90731 (hereinafter "LAMI" or "Recipient").

WHEREAS, on April 3, 2014, the Board approved the Community Investment Grant Program ("Program") for fiscal year 2014/15 authorizing award of one million dollars in grants to the community; and

WHEREAS, LAMI is a non-profit education organization which operates the TopSail Youth Program, targeting at-risk youth in underserved communities and providing both character building and STEM education augmentation for more than 3,000 students through experiential learning aboard the Tall Ships *Exy Johnson* and *Irving Johnson* on one-day to five-day sailing trips; and

WHEREAS, in addition to learning life lessons from the rigors of crewing a Tall Ship, the TopSail program also exposes students to maritime history and current operations of the Port and its effects on the economy, the environment and the international maritime industry; and

WHEREAS, LAMI submitted a Program grant application and the Program selection committee has recommended a one-year \$225,000 grant award to the organization; and

WHEREAS, receipt of the grant funds will allow LAMI to continue to provide the foregoing services to the community as set forth in its Program grant application, which is included in this Agreement as an exhibit.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY RECIPIENT

Recipient hereby agrees to conduct, perform and carry out the various programs and services detailed in its Program grant application as set forth in Exhibit A ("Scope of Work").

## II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Recipient, upon its request, all documents and papers in possession of City which may lawfully be supplied to Recipient and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Recipient and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

## III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Recipient is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. One (1) year has lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Recipient ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

## IV. 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 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, 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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.

#### V. 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 in full satisfaction thereof a grant sponsorship of Two Hundred Twenty Five Thousand Dollars (\$225,000) including expenses.

B. Recipient's expenditure of funds shall be subject to the prior written approval of Director of Public Relations of the City's Harbor Department. Recipient's receipt of yearly compensation is subject to its prior submittal and the Director of Public Relations' written approval of deliverables for the upcoming year. The approved deliverables shall set forth the specific items on which Recipient anticipates providing services and programming. Additionally, Recipient shall provide quarterly financial reports detailing its use of the Harbor funds paid under this Agreement. These reports should be supported by any and all documents regarding deposits and expenditures. Recipient shall segregate and account for all Harbor funds separately from all other sources and document expenditures of these funds. Recipient shall employ a cost allocation plan detailing funds expended with supporting detail regarding activities and results. Recipient shall also provide a separate quarterly report showing the Harbor Department's grant sponsorship contribution in relation to LAMI's total fundraising efforts, clearly showing other program donors and their contributions. City shall have the right to audit Recipient's books and records pertaining to LAMI at any time during the term of this Agreement, subject to reasonable written notice.

C. Upon approval of the deliverables by the Director of Public Relations, Recipient shall prepare and submit an itemized statement setting forth the amount due for said fiscal year.

"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.

\_\_\_\_\_  
(Recipient's Signature)

D. Recipient must include on the face of each itemized statement submitted for payment its Business Tax Registration Certificate number, as required at Article VIII 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 or 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.

Recipient shall submit appropriate supporting documents with each statement. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Recipient shall provide, all documents reasonably required to determine whether amounts on the statement are allowable expenses under this Agreement.

All statements are subject to audit. Recipient 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  
P.O. Box 191  
San Pedro, CA 90733-0191

## VI. RECORDKEEPING AND AUDIT RIGHTS

A. Recipient 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 Recipient 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 Recipient 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 Recipient or any individual or entity acting for or on behalf of Recipient, and (c) without regard to whether such writings have previously been provided to City. Recipient shall be responsible for obtaining access to and providing writings of third parties. Recipient shall provide City at Recipient'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 Recipient's office or facilities which are engaged in the performance of the Scope of Work. Recipient shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Recipient'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.

#### VII. INDEPENDENT CONTRACTOR

Recipient, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Recipient 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.

#### VIII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, 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 the Department. See Exhibit B.

#### IX. 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, Recipient 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 Recipients), damages or liability of any nature whatsoever, for death or injury to any person, including Recipient'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 Recipient 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.

B. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Recipient's insurance documents. Recipient's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Recipient's behalf.

C. General Liability Insurance

Recipient 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 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 Recipient's normal limits of liability but not less than Five Million Dollars (\$5,000,000) 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 Recipient. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Recipient'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, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

D. Automobile Liability Insurance

Recipient 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 Recipient'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, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

E. Workers' Compensation and Employer's Liability

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

F. Ocean Marine Liability Insurance

Recipient shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Recipient's operations. The cost of the insurance shall be borne by Recipient. 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 repairers legal liability to cover loss, damage or expenses to any property temporarily in the Recipient's care, custody or control.

Coverage shall contain a 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, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

G. Carrier Requirements

All insurance which Recipient 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.

H. Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

I. Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance Recipients 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 Recipient.

J. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Recipient shall direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Recipient 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 will be deducted from the next payment due Recipient.

K. Right to Self-Insure

Upon written approval by the Executive Director, Recipient may self-insure if the following conditions are met:

1. Recipient has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Recipient must have a formal resolution of its board of directors authorizing self-insurance.
2. Recipient 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. Recipient agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Recipient agrees that any insurance carried by Department is excess of Recipient's self-insurance and will not contribute to it.
5. Recipient provides the name and address of its claims administrator.
6. Recipient 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. Recipient 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. Recipient has complied with all laws pertaining to self-insurance.

L. Accident Reports

Recipient 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 Recipient'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 Recipient, its officers or managing agents.

X. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Recipient ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to grant other awards or perform the services described in this Agreement either during or after the term of this Agreement.

XI. GRANT AWARD AGREEMENT

A. During the term hereof, Recipient 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 this Agreement and the requirements herein or with the interests of the Department.

B. Recipient 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 the Scope of Work shall be void provided, however, that Recipient may permit Recipient(s) to perform portions of the Scope of Work as may be necessary to complete performance of services. All Recipients whom Recipient utilizes, however, shall be deemed to be its agents. Any Recipients' performance of the Scope of Work shall not be deemed to release Recipient from its obligations under this Agreement or to impose any obligation on the City to such Recipient(s) or give the Recipient(s) any rights against the City.

XII. AFFIRMATIVE ACTION

The Recipient, during the performance of this Agreement, 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 shall be incorporated and made a part of this Agreement. Any contracts awarded by Recipient shall contain a like nondiscrimination provision. See Exhibit C.

XIII. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE 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. Recipient 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.

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. Recipient 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. See Exhibit D.

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

#### XIV. 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.

#### XV. COMPLIANCE WITH APPLICABLE LAWS

Recipient 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.

#### XVI. 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.

## XVII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Recipient agrees to save, keep, hold harmless, protect and indemnify the 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 Recipient in the performance of this Agreement.

## XVIII. PROPRIETARY INFORMATION

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 Recipient, its officers, agents, employees, or Recipients, 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, Recipient, 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 Recipient, 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.

## XIX. 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 purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Public Relations, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Recipient 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.

## XX. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all Recipients and suppliers of materials and supplies provide a TIN to the party that pays them. Recipient declares that its authorized TIN is 33-0515416. No payments will be made under this Agreement without a valid TIN.

**XXI. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the 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. Recipient shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

**XXII. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS**

Recipient is obligated to fully comply with all applicable state and federal employment reporting requirements for the Recipient's employees.

Recipient 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. Recipient will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. Recipient will maintain such compliance throughout the term of this Agreement.

**XXIII. 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 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 the Department. Recipient shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Recipient and pursue any and all other legal remedies that may be available. See Exhibit E.

**XXIV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)**

The Recipient, its Recipients 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, Recipient is required to provide and update certain information to the City as specified by law. Any Recipient subject to Charter Section 470(c)(12), shall include the following notice in any contract with a Recipient 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 Recipient on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), Recipient 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. Recipient is required to provide to Recipient names and addresses of the Recipient's principals and contact information and shall update that information if it changes during the 12 month time period. Recipient's information must be provided to Recipient 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.

Recipient, its Recipients, 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.

### XXV. 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. Recipient agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

### XXVI. INTEGRATION

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.**

#### XXVII. 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.

#### XXIII. 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.

#### XXIX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article 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.

#### XXX. 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.

#### XXXI. 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.

XXXII. EXHIBITS; ARTICLES

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 Articles are to Articles of this Agreement unless stated otherwise.

XXXIII. 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 to the left of their signatures.

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

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

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

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

LOS ANGELES MARITIME INSTITUTE

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

By \_\_\_\_\_

\_\_\_\_\_  
(Print/type name and title)

Attest \_\_\_\_\_

\_\_\_\_\_  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2014  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By \_\_\_\_\_  
HEATHER M. McCLOSKEY, Deputy

|                                 |                  |
|---------------------------------|------------------|
| Account # _____                 | W.O. # _____     |
| Ctr/Div # _____                 | Job Fac. # _____ |
| Proj/Prog # _____               |                  |
| Budget FY:    Amount:           |                  |
|                                 |                  |
|                                 |                  |
| TOTAL                           |                  |
| For Acct/Budget Div. Use Only:  |                  |
| Verified by: _____              |                  |
| Verified Funds Available: _____ |                  |
| Date Approved: _____            |                  |

# EXHIBIT A

Printed Name: Bruce Heyman Date: June 2, 2014

## Port of Los Angeles Community Investment Grant Program APPLICATION - Fiscal Year 2014-15

**Please attach additional pages if necessary for any of the responses.**

| Applicant Information   |  |
|---|--|
| <b>Organization Name</b>  | Los Angeles Maritime Institute (LAMI)  |
| <b>Designed as a 501c3?</b><br><i>(Provide Copy of Designation Letter)</i>  | Yes. Please See Appendix 1   |
| <b>Event/Program/Project Name</b>   | TopSail Youth Program  |
| <b>Date(s)</b>  | July 1, 2014 through June 30, 2015   |
| <b>Location(s)</b>  | Departure: San Pedro and soon Banning's Landing, Wilmington  |
| <b>Brief Description (more detailed information to be included on next page)</b>  | LAMI's TopSail Youth Program targets at-risk youth in underserved communities providing both character building and STEM educational augmentation. |
| <b>Estimated Attendance</b>   | Greater than 3,000 students + 150 teachers and chaperones  |
| <b>Free or Ticketed Event? Anticipated ticket price?</b>  | For the vast majority of collaborating schools, the fee will be waived and covered by this grant and other LAMI fundraising efforts.               |
| <b>Contact Name</b>   | Bruce Heyman, Executive Director   |
| <b>Contact Address</b>  | Berth 73, Suite 2, San Pedro, CA 90731   |
| <b>Contact Phone</b>  | (310) 833-6055   |
| <b>Contact E-Mail</b>   | <a href="mailto:director@lamitopsail.org">director@lamitopsail.org</a>   |
| <b>Amount of Funding the organization currently receives from the Port of Los Angeles (for any and all programs/projects)</b> | 1) LAMI TopSail Youth Program: \$350,000<br>2) LAMI Port Passages (2 day event, May 2014): \$2,500   |

### Funding Request for Fiscal Year 2014 – 2015 (July 1, 2014 – June 30, 2015)

**List the exact amount of funding being requested: \$400,000**

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 2014-15. The right is reserved to fund **up to** the amount requested.

#2

**Port of Los Angeles  
Community Investment Grant Program  
APPLICATION - Fiscal Year 2014-15**

Please complete and submit 5 double-sided copies of this proposal, along with all the required attachments (including detailed budget), by 5:00 p.m., Monday, June 2, 2014 to:

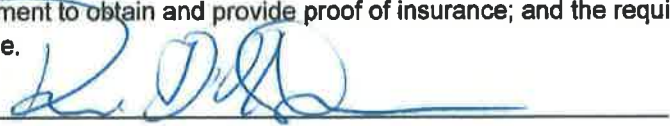
Port of Los Angeles  
Community Investment Grant Program  
Public Relations  
425 S. Palos Verdes Street  
San Pedro, CA 90731

Please read and acknowledge, by your signature, the following and include this signed cover sheet with your application:

- If selected to receive funding from the Port of Los Angeles, your application becomes the binding agreement between the requesting organization and the Port of Los Angeles. Failure to meet the obligation outlined within the application may negatively affect future attempts to secure funding from the Port of Los Angeles and may result in the repayment of granted funds to the Port.
- Funding is paid to recipients following their submittal of valid invoice which must include a valid City of Los Angeles Business Tax Registration Certificate (BTRC) number, or exemption number. All recipients of grant funds may be audited or subjected to a site visit to ensure the fulfillment of program elements.
- Organizations selected for grant funds will be required to prominently display a plaque, banner or similar signage declaring that support was provided by the Port of Los Angeles and include the Port's logo and to share member/guest information with the Port as practicable.
- Organizations selected for this program will be required to obtain and provide proof of a Commercial General Liability Policy covering any bodily injury, property damage, personal injury or advertising injury associated with their event, program or project. This policy, for which specific requirements will be contained in their agreement, shall include an endorsement naming the Port of Los Angeles as an additional insured.
- Organizations intending to have their event, program or project on Port property are required to submit a completed Temporary Entrance and Use Permit (TEUP) application at least 90 days prior. Note that fees associated by the TEUP may be required – there is no guarantee of fees being waived by the Port. It is recommended that a TEUP be submitted for the event, program or project as soon as possible to ascertain if space is available and to place a hold on the space if it is available.
- By applying for a Community Investment Grant, the organization acknowledges that it wishes to become a community partner of the Port of Los Angeles and as such, will not jeopardize this relationship by disparaging the Port in deed, print, electronic or spoken communications.

I have read and understand the foregoing information regarding a service agreement with the Port of Los Angeles: the policy on payments; the requirement to obtain a BTRC; the requirement to prominently display support signage; the requirement to obtain and provide proof of insurance; and the requirements for submitting a TEUP for Port property use.

Signature: \_\_\_\_\_



Los Angeles Maritime Institute

# TopSail Youth Program



**More than just a boat ride...  
Educational experiences at sea for at-risk youth since 1992**

June 2, 2014

Cynthia Ruiz  
Deputy Executive Director  
External Relations  
425 S. Palos Verdes Street  
San Pedro, CA 90731



RE: Port of LA Sponsorship Grants FY2014/2015

Dear Cynthia,

Los Angeles Maritime Institute (LAMI), is delighted to provide the attached grant request to continue our long-standing partnership with the Port of Los Angeles (POLA) focused on the Harbor and LA youth. Long before POLA's commissioning of the twin brigantines, we enjoyed and relied on our partnership with the Port of Los Angeles.

We have a great story and want to make sure that you are provided with adequate information to make an informed decision. We admire your goal to quickly review and award these grants, and with that in mind, we have provided succinct answers to the questions on the form as well as additional information and documents in appendices. While not required of the grant application, we have included a proposed 2014/2015 LAMI budget in Appendix 2 to give you a clear picture of the organization.



This is an exciting and pivotal time for LAMI. We are well on our way to reinventing ourselves and maximizing the operational improvements and efficiencies necessitated in the wake of a tremendous and long-lasting recession, which was very difficult for us and our LAUSD students (Appendix 3). We have many new board members from very diverse backgrounds, a new executive director, a focus on collaboration throughout the community and utilizing technology for additional efficiencies. LAMI has succeeded in delivering exceptional service (Appendix 4), caring and education to the community. We are well on our way to what we have coined LAMI 2.0. There is more work to be done, but we are excited to share with you our new vision mission statement:

*The Los Angeles Maritime Institute 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.*

While excited and proud of our progress, we know we must have the full support of important partners like the Port of Los Angeles to fulfill LAMI's intended mission.

In addition to commissioning and partially funding the construction of the Twin Brigantines (Appendix 5), the Port of Los Angeles has been an important partner allowing us to deliver the TopSail Youth program to over 50,000 youth from underserved schools. We have enjoyed a strong partnership with the Port of Los Angeles. We have made our vessels available for at least 180 POLA-sponsored sails, promoted POLA's investment in the community, and endeavored to work through the logistics to maximize program participation. The Port of Los Angeles has generously provided \$525,000 per year along with a three-year commitment. Our current contract supports LAMI with \$350,000 per year and is a one-year commitment. We are pleased that POLA has recognized the importance of some level of financial certainty and lengthened the award period for major awards from one year to two.



We are hoping that you will be able to help us continue our progress toward LAMI 2.0 and restore funding at the level of \$400,000 per year for a two-year commitment. We are confident that our continued partnership will allow us to reach an ever-expanding number of students with increased positive impact on our Harbor Area youth.

As of June 2, 2014, the date of this submission, we have already booked 83 sails that would meet the traditionally defined POLA sponsored sails for the coming POLA fiscal year. This unprecedented level of commitment by our academic partners is a testimony to the value brought to the community by our joint collaborative efforts.

Our commitment to the community and its youth and the Port of Los Angeles will continue to be at the highest level. LAMI requests POLA's serious consideration for its current grant request in light of its far reaching programs and ongoing mission.

Respectfully,

Dick McKenna  
Board President

Bruce Heyman  
Executive Director

**Port of Los Angeles  
Community Investment Grant Program  
APPLICATION - Fiscal Year 2014-15**

**Event/Program/Project Information**

**Event/Program/Project History:**

Los Angeles Maritime Institute (LAMI) has been focused on providing a unique opportunity for youth to learn to sail since its inception in 1992 with the purchase of the *Swift of Ipswich*. The Port of Los Angeles has been an active partner in delivering this program. As LAMI's popularity grew, we outgrew the capacity of the *Swift of Ipswich* and in partnership with the Port of Los Angeles, built the twin brigantines, *Irving Johnson* and *Exy Johnson*. These tall ships were built on the San Pedro waterfront in the area that will soon be opened as the Harbor Cut. This process brought hundreds of volunteers and workers to assist with the construction along with thousands of spectators. This construction and ongoing maintenance would not have been possible without POLA's participation.

We are currently focused on rebuilding the *Swift of Ipswich* which has been out of commission since 2006. We anticipate it will be going back into the water later this year. Once she obtains her Certificate of Inspection we will begin operating programs out of Banning's Landing in Wilmington.

**Describe the Event/Program/Project Purpose & Goals:**

The TopSail Youth Program provides middle school students with the opportunity to sail five or six times during the school year and then spend four to five days voyaging on one of our tall ships, *Irving Johnson* and *Exy Johnson*. During the sails, the professional (paid and volunteer) crew guide students through various activities required to operate a complex, traditionally-rigged vessel. This includes: turns at the helm, navigation, maneuvering (tacks and wears), laying aloft to put the sail in its gear and furling, keeping the vessel ship-shape, and cooking.

This award-winning experiential learning 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.

Interested evaluators will find a detailed description of the program and how it works in Appendix 6 titled: *It's More Than Just A Boat Ride*.

Our program is entirely consistent with the Los Angeles Tidelands Grant and the State of California's Tidelands Trust Doctrine.

**Describe how the Event/Program/Project supports the Community Investment Grant Program goals:**

LAMI's TopSail Youth Program operates within the Harbor's Tidelands Trust and provides a direct nexus with a number of the POLA goals and at least an indirect nexus with all of the goals:

- *Promote the LA Waterfront in San Pedro and Wilmington, as well as the surrounding coastal properties, as active visitor destinations*
  1. In partnership with the POLA, we will be able to have additional roadside signage (to Tall Ships) and a bronze plaque at the water's edge citing the LA City Council's proclamation that Irving Johnson and Exy Johnson are the Official Tall Ships and Maritime Ambassadors of Los Angeles.

2. LAMI will also play a key role in the POLA's Tall Ships LA Festival to be held this August.
  3. LAMI's presence on the San Pedro waterfront promotes the LA Waterfront. Our operation is on the water and highly visible and attractive as a visitor destination. During the period of this grant, we will be implementing changes to our USCG Certificate of Inspection that will allow us to give deck tours on all three vessels without the prohibitive expense of a full crew (4-8). The third vessel, *Swift of Ipswich*, has been committed to running programs out of Wilmington on Banning's Landing.
  4. Throughout the year, we host various public events that promote the LA Waterfront. Examples include: Family Sunset Sails, Easter Egg Hunt at Sea, 4<sup>th</sup> of July Cannon Battle & Fireworks sails, Youth Summer Camps, Kids' Days over spring and winter break, Harbor History Tours (Port Passages) in addition to our TopSail Youth Program.
- *Promote/educate ways to keep the Port and its environment clean and its habitat thriving*
    1. While our vessels are equipped with the required auxiliary power, we turn these off as soon as possible to promote clean and healthy habitat afforded by "green" sailing.
    2. During program sails, the students are educated on the sources and effects of upland pollution on the water quality vital to the marine ecosystem within the harbor.
    3. Development of curriculum specifically targeted to environmental education is scheduled for this year. The program will be built on this year's successful pilot with LAUSD's Office of Outdoor Education's Beyond the Bell Program. On this jointly-designed program titled "Science at Sea", 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.
  - *Promote/educate on the variety of ways that international trade is central to the region and the economy*

Sailing aboard our tall ships provides direct exposure to our nation's busiest port. Our students sail closely by massive container and bulk vessels with far away names that are often spelled out with foreign language characters. The sounds of trucks, operating cranes, vessels and navigational marks making sound signals and 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 and its connections with international trade at its very core. In league with the Marine Exchange of Southern California the students find out about the vessels they see and pass in the harbor. Where did they come from? What are they likely carrying? Where are they going?
  - *Promote/educate on the variety of jobs supported by the Port and International trade*

Our volunteers, standing crew, Captain and Mate are prepared to answer all questions that our students typically ask. There are usually robust conversations around questions about job type, the path to their jobs, and the requirements of their jobs. 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.
  - *Promote/educate the importance of a safe and secure Port of Los Angeles*

From the moment the students step aboard the vessels they are introduced to safety within the Port and aboard our vessels. The safety lesson delivered and demonstrated by the captain of the vessel occurs before the vessel leaves the dock. The students are taught how to safely deal with four different types of emergencies that can occur on vessels. Once underway and at various points, the students observe the Captain communicating with the Marine Exchange of Southern California which invariably leads to questions and discussion on Port safety and security.
  - *Promote/educate the maritime history and tradition*

When the world embraced first steam and then diesel, it was assumed that that age of sail had drawn to an end. Thankfully, that has not been the case as the world does not want to lose the connection to one of the single most important inventions of mankind: the very invention that

created the opportunity for international trade and “shrunk the world.” Through our partnership with the POLA we have been able to keep the tradition and maritime history alive like no museum could.

POLA High School’s Maritime Studies Class use the vessels as part of their curriculum as a teaching aid. After walking down to the vessels the students receive instruction on how ships are design, put together, rigged, and operated and how these elements have changed and progressed.

- *Promote/educate sustainability at the Port through such activities as recycling, beautification, clean-ups, etc.*

We deliver our programs predominantly under sail which is sustainable and green and leaves a minimal impact on the environment. As we mentioned earlier, we provide a program to learn about environmental education, deepening student’s awareness and understanding about the environment which helps foster a connection to conservation and inspire care and concern for our environment.

We often discuss marine habitats with students, the impact of plastic pollution on marine life, and the importance of being good stewards of our environment, and the results on water quality of upland pollution. This relatively new focus is the result of our collaboration with LAUSD and our new “Science at Sea” program with LAUSD.

- *Community Benefit to the San Pedro, Wilmington and Harbor City/Harbor Gateway areas*

1. Our youth are our future. LAMI and POLA, through our deep partnership, focus specifically on our youth. While we run numerous other programs that help to popularize the LA Waterfront as both a destination and as an important economic engine for LA, it is our work with the youth that are at the core of our existence; indeed, our mission. Our 22-year track record of educating and impacting youth to lead healthy, adult lives have resulted in countless examples of youth whose lives were transformed by their experiences at sea, who decided not to drop out of school, who achieved academic gains and/or were inspired to pursue maritime careers or marine science fields of study. We believe that our partnership with POLA continues to make a positive contribution to the San Pedro, Wilmington and Harbor communities, and, by extension, the greater Los Angeles area.
2. Through our traditional sailing vessels, we allow our students and members of the public to have an up-close and personal experience with the LA Harbor and near coastal waters. This reinforces the area’s nautical heritage. It is not uncommon for students and guests to see container ships, tugs, pilot vessels, cruise ships and barges as they transit the area under sail.
3. LAMI’s Youth Crew provides a means for youth to stay involved in our program, continue learning and give back to their communities through volunteering. The Youth Crew are trained by the professional crew on the first Saturday of the month and made possible in part by POLA sponsorship.
4. As mentioned above POLA High School’s Maritime Studies uses the vessels frequently as teaching aids as part of their curriculum. The students walk down to the vessels and then receive instruction on how a ship is put together, rigged and operated. Like the Youth Crew above we do not count these activities towards fulfillment of our commitment to the POLA contract, although they are possible in large part due to the funding from POLA.
5. Dana Middle School has been successful at attracting students to their school because of teacher Richard Reuter’s extensive utilization of the POLA sponsored sails. Dana is striving to become a STEAM school.

**How do you plan to recognize the Port of Los Angeles for its grant?**

1. Several times throughout the year we jointly reach out to all LAUSD schools within the City’s jurisdictions making the schools aware of POLA’s sponsorship. This exposes thousands of educators and hundreds of schools of POLA’s community investment sponsorship.
2. Throughout the year we provide our vessels to POLA to help promote the LA waterfront as part of our partnership. For example, during the grand opening of the new Harbor Cut (planned) or during the

annual LA Harbor Holiday Afloat parade. This year we will be helping by playing key roles in the POLA Tall Ships Festival LA 14.

3. Wherever practical our marketing and communications materials includes acknowledgement of our partnership with POLA. You can see an example of this material in Appendix 7.
4. During our fundraising events we always invite POLA leadership and acknowledge POLA's community sponsorship and support.
5. Last year, LAMI received a website service grant from the Taproot Foundation. Our new website should be launched in late July, just before the Tall Ships LA Festival, and provide an engaging platform to share our mission and program with a wider audience. The POLA logo will be featured as a major TopSail partner and acknowledged for their longtime and continued support.
6. During this years' Tall Ship Festival LA 14 we will run a family-centric Build-A-Boat contest within the Festivals foot print. POLA's partnership will be very prominently displayed at the event and within the collateral.

**Event/Program/Project Evaluation – what are the tools and methodology that will be used to evaluate the success of the event?**

Perhaps one of the best testaments to the success of the TopSail Youth Program is the continued commitment of our educational partners, the educators. While LAMI, in partnership with POLA, cover the costs of the sails, for the vast majority of the participants the Educators must justify the expense for bus transportation and substitute teachers to cover their time away from school.

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 8.

In December 2013 we instituted a survey process that asked every educator that came aboard to rate how we are doing. These survey's help us improve our program and gauge how we are doing at helping our educators. We are delighted that the survey results are so positive. Appendix 4 contains a summary of our performance to date.

In addition to continuing the survey process discussed above LAMI will continue to report quarterly to POLA our performance to contract. In our report we will review the schools that we collaborated with, curriculum development, new collaborations established, evaluation results and operational performance.

LAMI, in conjunction with Marymount California University, is proposing a joint research project that will focus on the efficacy of the LAMI TopSail Youth Program. The project is discussed in Appendix 9 and will start during the coming POLA fiscal year.

**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:**

June 2, 2014

**5 double-sided copies of the full application due by 5:00 p.m., Monday, June 2, 2014 to:**

**Port of Los Angeles**  
**Community Investment Grant Program**  
**Public Relations**  
**425 S. Palos Verdes Street**  
**San Pedro, CA 90731**

## **Appendix Index**

- 1: 501C3 Designation Letter
- 2: Draft LAMI Budget FY 2014/2015
- 3: Program Sails sponsored by Port of Los Angeles
- 4: Summary of Performance Survey Results
- 5: Port of Los Angeles Commissioning *Irving Johnson* and *Exy Johnson*
- 6: It's More Than Just A Boat Ride written by TopSail founder, Jim Gladson
- 7: Example of Collateral including acknowledgement of POLA Partnership
- 8: University of Edinburgh Study of LAMI's TopSail Youth Program
- 9: Marymount California University – LAMI Graduate Level Research



## Appendix 1: 501C3 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)

-2-

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)

## Appendix 2: Draft FY 2014/2015 LAMI Budget

| Funding Source                                  | 2015 Budget          |
|---|----------------------|
| Program Services                                | 220,000.00           |
| Individual Donations                            | 140,000.00           |
| Corporate/Foundations                           | 130,000.00           |
| Fundraising Income                              | 100,000.00           |
| POLA Contract                                   | 400,000.00           |
| <b>Total Revenue</b>                            | <b>\$ 990,000.00</b> |
| <b>Vessel Operating Expenses</b>                |                      |
| <b>Program Cost</b>                             |                      |
| Vessel Staffing                                 | 293,094.00           |
| Vessel Repair, Maintenance & Services           | 328,130.00           |
| Fuel  | 18,600.00            |
| Vessel Insurance                                | 106,384.00           |
| <b>Total Program Cost</b>                       | <b>\$ 746,208.00</b> |
| <b>Marketing, Fundraising &amp; Development</b> |                      |
| Marketing & Development Staffing                | 48,000.00            |
| Marketing & Development Distributions           | 19,500.00            |
| Fundraising Events & Printing                   | 8,000.00             |
|   | <b>75,500.00</b>     |
| <b>Administrative Expenses</b>                  |                      |
| Salaries and Wages - Executive Director         | 62,500.00            |
| Salaries and Wages                              | 78,500.00            |
| Payroll Taxes & Fees                            | 8,000.00             |
| Directors & Officers Insurance                  | 8,030.00             |
| Employees Health                                | 9,000.00             |
| <b>Total Administrative Cost</b>                | <b>\$ 166,030.00</b> |
| <b>Total Operating Expenses</b>                 | <b>\$ 987,738.00</b> |
| <b>Total Net Income/(Loss)</b>                  | <b>\$ 2,262.00</b>   |



### Appendix 3: Program Sails sponsored by Port of Los Angeles

## Summary of Port of LA Funded Schools Yearly Participation for Past Five Years

---

| <b>YEAR</b>                   | <b>NUMBER OF PORT FUNDED SAILING DAYS</b> |
|-------------------------------|---|
| July 1, 2007 to June 30, 2008 | 113                                       |
| July 1, 2008 to June 30, 2009 | 140                                       |
| July 1, 2009 to June 30, 2010 | 123                                       |
| July 1, 2010 to June 30, 2011 | 91  |
| July 1, 2011 to June 30, 2012 | 113                                       |
| July 1, 2012 to June 30, 2013 | 125                                       |
| July 1, 2013 to June 30, 2014 | 153                                       |



## 4: Summary of Performance Survey Results

### Los Angeles Maritime Institute Survey Results Summary December 1, 2013 - May 30, 2014

|                              | <u>Average Score</u> |
|------------------------------|----------------------|
| <b>Administration</b>        | <b>4.83</b>          |
| <b>Preparation Materials</b> | <b>4.72</b>          |
| <b>Content</b>               | <b>4.76</b>          |
| <b>Vessel Appearance</b>     | <b>4.82</b>          |
| <b>Captain</b>               | <b>4.90</b>          |
| <b>First Mate</b>            | <b>4.95</b>          |
| <b>Crew</b>                  | <b>4.78</b>          |

#### Verbatums:

| School                   | Educator                      | Comment   |
|--------------------------|-------------------------------|---|
| Emerson Middle School    | MS Kelly Graham               | Comments: The program is one of the best youth opportunities for young people.  |
| Point Fermin             | Julene Spinos<br>Karen Flores | Best: Positive attitude of everyone.  |
| Olive Vista MS           | DeAnna Steidl                 | Best: The kids working with the sails and working with real crew.   |
| Mendocino High School    | Jennifer Kalvass              | Comments: We thank the captain & crew for a wonderful week. We know this experience will be one we will never forget.                                 |
| Mendocino High School    | Terry Alves                   | Comments: The crew was Fantastic. They kept students involved and participating in all the activities. Thank you again for the wonderful opportunity. |
| Hollenbeck Middle School | Yvette Estrada                | Best: You guys did a great job of engaging students throughout the trip, very little downtime.  |
| Edison Middle School     | T. Hope                       | Best: The Team work of the children. This is my best trip in 19 years. :-)  |



# Appendix 5: Port of Los Angeles Commissioning Irving Johnson and Exy Johnson

The screenshot shows the Port of Los Angeles website with a dark green header. The navigation menu includes: BUSINESS, COMMUNITY, EDUCATION, ENVIRONMENT, FACILITIES, FINANCE, HISTORY, MARITIME, NEWSROOM, PLANNING, REGULATION, SECURITY, and TRANSPORTATION. A search bar is on the right. Below the navigation is a banner for 'EDUCATION' with a background image of sailboats. A 'WELCOME FROM THE EXECUTIVE DIRECTOR' section features a photo of the director and the 'TRADE COMMISSION' logo. Social media icons for Facebook, Twitter, and LinkedIn are present, along with the 'LAtitude' logo. The main content area is divided into two columns. The left column has two sections: 'Education' with links like 'Education | Home', 'Educational Materials', 'Los Angeles Times in Education', 'Red Car Field Trips', 'School Boat Tour Program', 'Scout Program', 'Speakers Bureau for Schools', and 'TransPORTer'; and 'Youth Programs' with links like 'Harry Bridges Institute', 'International Trade Education Programs', 'TopSail Training Program', 'Port of Los Angeles Girls & Boys Club', and 'Port of Los Angeles High School'. The right column features a 'TopSail Training Program' announcement with a photo of a sailboat and text: 'On March 28, 2003, the Port of Los Angeles commissioned twin brigantines, Exy and Irving Johnson as the official sailships of the City of Los Angeles. These custom-built 90-foot sail training yachts were constructed within the Port of Los Angeles at Brigantine Boatworks and named in honor of sail-training pioneers Exy and Irving Johnson. The twin brigantines will soon begin full-time service in the award-winning TopSail Youth Program, which uses sail training to provide youth with real-life challenges that develop the knowledge, skills and attitudes needed to live healthy and productive lives. For more information, contact the Los Angeles Maritime Institute, or visit www.lamitopsail.org'. Below the text is a list of partners: Harry Bridges Institute, International Trade Education Programs, TopSail Training Program, Port of Los Angeles Girls & Boys Club, and Port of Los Angeles High School. A 'return to top' link is at the bottom right of the content area. The footer contains copyright information: '© 2013 Port of Los Angeles. All rights reserved. San Pedro, California, USA 90731 | (310) 841-1000 | www.portoflosangeles.com' and the 'PORT OF LOS ANGELES' logo.



# IT'S MORE THAN JUST A BOAT RIDE

**By Jim Gladson, L. A. Maritime Institute**

## **Abstract**

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 provides a challenging yet nurturing environment that readily meets the needs of the adolescent and young adult learner. It is notably effective with those youths who are not coping well with the demands of society and are at risk of dropping out of school and/or the quest for a successful and productive life. Such youths often see themselves as being incapable of living in harmony with mainstream society, destined for lives of failure. 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.

Frequently observed with sailing school students, is this growth sequence of developing skills: Awareness, Understanding, Communication, Cooperation, and Teamwork. At the same time the students' attitudes mature in: Persistence, Patience, Endurance, Courage, and Caution. This program gives them real-life experience in: Problem solving, Decision making, Planning, Self-reliance, and Leadership.

*Not only is this an impressive list of outcomes for any educational endeavor, it is demonstrably cost effective to*

*achieve these goals with sailing school vessels.*

# IT'S MORE THAN JUST A BOAT RIDE

**By Jim Gladson, L. A. Maritime Institute**

As a sail training teacher since 1972, I have often been asked to justify "taking the kids sailing when they really ought to be in school". It's easy to understand the concern. The general public, even casual recreational boaters, tend to view sailing as a recreational activity indulged in by the leisure class. Yacht racing is seen as an obscenely expensive elitist pastime, epitomized by the recurrent America's Cup spending orgies. Sail training is as different from these impressions as Disneyland is from the ghetto.

Many of the deficiencies of our present day education system, that have been so vividly described in the national press are, very difficult to correct in the classroom. For example, problem solving. Even the most successful teachers will tell you that while it is relatively simple to teach about problem solving skills, it is very difficult to teach skillful problem solving even with bright, eager, enthusiastic, students in well equipped classrooms. And yet these learnings are commonplace, if not inevitable on board sailing school vessels. As Captain David Wood, Commanding Officer of the USCG Sail Training Barque EAGLE, stated: "Sail training vessels present real problems, that require real solutions, that you can't walk away from", and you can see the results of your decisions.

Problem solving is only one of a myriad of learnings that take place so readily under sail. The best way to understand this is to participate in a sail training voyage. But for those of you who have not yet had that opportunity, let me describe some of the observations I have made with my students.

To begin with, nearly all of the kids come aboard equally naive. That is, very few of them have had any prior sailing experience, and therefore their streetwise and/or classroom pecking orders are not in effect. They are not heavily burdened with the baggage of a reputation to live up to. This is true to a large extent even with kids who were acquainted ashore.

The kids come into an immediate environment that is composed of a completely integrated array of systems that

must be operated hands on, with both mind and muscle engaged. Some of the tasks, such as raising sails, require a coordinated team effort, physically pulling together, while others, such as steering the vessel, can only be done by one person at a time, acting alone, but in concert with the whole ship. The rules under which these systems function are both simple and demanding. They are not the rules of the teacher or the school board or the government. They are the rules of nature imposed fairly and consistently. The competition is with ignorance, ineptitude, and fear. By conquering these enemies, sail training enables us to produce winners without the usual need to produce a matching set of losers.

Once underway, there begins the never ending task of learning to work the vessel in the interaction of two infinitely variable, yet inter-related realms of fluid dynamics, the atmosphere and the ocean. It's fun . . . not easy. . . not simple. . . not make believe . . . not boring . . . but fun.

Robby Robinson, in his article "School Houses Under Sail" praises sailing vessels as "learning platforms, as observation posts, as transportation systems for awareness, and as delivery systems for understanding. Anonymity, distraction, absence, and other ills that attend regular school are addressed quite simply when every one is 'in the same boat'.

"The unified mental and physical nature of sail training, the learning community that it sets up, and the 'clean slate' mentality that comes when you cast off, makes sailing an effective learning structure. Kids learn to take responsibility for the ship, for learning how to work it, for their shipmates, and ultimately for themselves. They learn to trust themselves as well as others." They learn to communicate precisely with a language born of the pragmatism of a thousand years of seafaring. They become comfortable with cause and effect, as well as sequencing, persistence, endurance, patience, and courage. All of which are very difficult to teach in a classroom. There is well documented educational research showing that learning to sail is a very effective therapy for dyslexia.

Much is being said today about the importance of self esteem. Without doubt, strong positive self esteem is one of the essential ingredients for a successful person. Many, often simplistic, remedies for low self esteem have been offered to parents, teachers and others who work with youth. And most of these remedies, if properly applied, have some positive effect. But the bottom line seems to be that positive self esteem comes from knowing that you can do something that not everyone else can do and that you can do it well. It's not just learning to sail, it's what you learn from sailing.

Let me tell you about Jay. I first met Jay when he came to our Alternative School as a second or third grader with a truly tragic personal background. He was so consumed with rage that he had been mis-diagnosed and placed in an autism program at his former school.

Since I worked primarily as a secondary teacher, I had little formal contact with him in his early years at the school. Only an occasional "enrichment" offering for the "little kids" such as modelmaking, videodrama, gardening, etc.

About all I can say for myself is that I managed to not let him pick a fight with me. By the time Jay had made it to the 7th or 8th grade, he was a gruff, explosive, stocky, muscular, clumsy introvert, whose spoken vocabulary consisted mostly of "shut up!", "go away!" and "leave me alone!" shouted with the helpless intonation of a kid who saw himself as a loser, a victim of life.

Frankly, I felt some trepidation when he finally accepted my invitation and signed up for a one quarter, one afternoon a week, sailing class. Fortunately, about half of the students had been enrolled in the sailing class for one or more quarters previously and were comfortable with the "number one rule" which is: "No matter how you really feel about it, you will always treat every other member of the class as though you were best friends. No teasing, no 'bagging', no favorites." Jay had a hell of a time that first day. He couldn't seem to move about the boat without bumping into things. He couldn't seem to heave on a line in synchrony with the other kids. Steering was way beyond him visually, not to mention steering by compass. He even spilled his cup of cocoa and dropped his piece of cake that afternoon. I really was surprised when he came back the next week. (I hadn't yet discovered his stubborn streak.)

It took Jay nearly a year to learn to coil a halyard and hang it securely on a belaying pin. Most kids master that on their second or third try. But Jay signed up for the class every quarter, and when the time came, he signed up for the annual week long trip to Catalina. One of the landmark days that first year, occurred on one drizzly afternoon daysail, when we presented Jay with a rather crudely decorated birthday cake we had baked aboard. "What's this for?" he demanded. "It's your birthday, you dumb shit!" one of his new friends replied, with a big grin. After a very long pause . . . . .with moist eyes and a very soft voice, Jay said "thanks".

One memorable day during Jay's second year, one of the new kids was having trouble coiling a halyard and Jay startled all of us by jumping up from across the boat and shouting "Let me show him. I know how."

Jay continued to grow into a confident and competent young man both aboard and ashore. One of my most treasured photos is one of Jay, taken in the eleventh grade, smiling confidently from the helm of a 100 foot schooner off the coast of Catalina.

When Jay graduated, he asked me to present his diploma. When I introduced him by saying "I am proud to present this fine, handsome young man . . . a gentleman and a scholar . . . a poet and a good sailor . . . and my friend, Jay", you can bet this came from the heart. It had to. I couldn't read my notes through the tears.

I don't mean to suggest that all of the wonderful changes that took place with Jay were because of the sailing program. Sailing was only a part of it. The Mid City Alternative School was, and still is, a fine school, with a strong and dedicated staff. But it was the sailing program that offered Jay an environment that was demanding, yet soothing, consistent and fair. The vessel and the sea do not know who you used to be or what someone else thinks of you. And the rules of nature never change on you or favor the other guy. Jay is who he is today because he

decided who he wanted to be and took charge of his own life. The sailing school teaches you to understand the systems, adapt to the circumstances, plot a course, and take command. What Jay, and others like him, got from the sail training program is important. But what I learned from them changed my life as an educator.

During my 32 years as a teacher, I have devised numerous laboratory exercises to help the kids understand the basics of physical science and engineering. I can't count the kids I've tortured with terms and concepts such as force, friction, mechanical advantage, work, power, velocity, acceleration, mass, inertia, conservation of energy, etc; concepts which are as important to the making of a physicist, engineer or mechanic as metaphor is to a poet.

None of my best lab exercises with the finest class of gifted students can hold a candle to that full size, hands on, real life, complicated, dynamic, obdurate contraption called a sailing vessel. So long as my crew and I are careful to use the correct terminology, the kids internalize these concepts in an integrated fashion that will last for a learning lifetime. And they wear us out with their questions. It's not surprising that numerous similar curricular examples can be given for the life sciences or the earth sciences. What is surprising, is how many street tough kids "discovered" poetry with my on board copy of Masefield. Or how many kids read their first book strictly for the fun of it from the ship's library.

In the classroom we try to get each kid to at least memorize what. We are delighted when some learn how. On board, they usually demand to know what, how and why.

For most kids, learning, interpreting, and applying the maritime "rules of the road" is their first exposure to a system of regulations that is necessary, logical, beneficial, fair, and uniformly applied to everyone. This may seem trivial to you or me, but to many of my inner city kids, who usually see the "law" as the enemy, this is a first . . . a real eye opener.

Learning navigation and piloting is not only important for math and map reading skills, but when did you learn to weigh the options, select a destination, figure out how to get there safely and efficiently, and then do it?

The other curricular connections are too numerous to list completely, but consider this example of a discussion which, with variations, is commonly heard on board: It usually starts with questions from the kids about the cargo carrying capacity of a passing ship along with questions about their speed. Next comes "How many crew?" "How much fuel do they use?" etc. If the ship carries 50,000 tons, that's equal to 1000 railroad cars, which is a train about 10 miles long. Or if you would rather visualize it in highway big rigs, that's about 2500 tractor trailer combinations and that works out to a convoy about 50 miles long. When the discussion branches off to air freight, the kids quickly determine that there probably aren't enough cargo jets in the world to replace the ships we can see from where we are. And further, it couldn't be done at all if the jet fuel had to be delivered by air.

Now just where does all of this fit in the curriculum? Is it math or geography, commerce, science, economics, history or what? The answer of course is that it is education; not just schooling. The sailing vessel is an elegant platform for the study of the planet in its entirety and the human interaction with it. (or impact on it)

For the purpose of education, we are fortunate to be operating out of L.A./L.B. harbor, one of the world's busiest harbors, which is also one of the world's cleanest commercial harbors. It is common to see gulls, terns, pelicans, cormorants, grebes and other sea birds feeding in the outer harbor between anchored ships. Sea lions abound and during their northward migration, gray whales are frequently spotted inside the harbor. It's almost as though momma whale is showing her new calf the sights on their way to the Bering Sea.

A short distance offshore we generally encounter more species of birds, porpoise, sharks, pilot whales, and jelly fish. The list is endless and different on every trip. And of course the offshore island anchorages offer truly spectacular displays of wildlife.

To be immersed in all of this, while in close juxtaposition with such conflicting uses as commercial fishing, sport fishing, manufacturing, cargo handling, bunkering, a naval base, research vessels, pleasure boating and people playing on the beach, is an education in environmental awareness. The kids soon recognize that informed decision making is not easy and uninformed decision making is seldom satisfactory. Is there a more significant step in the development of responsible citizenship?

The on-board library is seen to be a valuable collection of references that are both interesting and fun. In most cases, with only a few exceptions, the same books were in my classroom, where they were usually seen as "schoolbooks", of make believe importance.

I've seen kids routinely look up a visiting ship in the daily Marine Exchange list of "Active Ships in Port" to see where the ship was from, where it was bound, and then dive into the on-board copy of Goode's World Atlas ( a basic college reference atlas) to research not only the geographic locations of the ports, but also the natural resources, the climate types, the economies, the population distribution, etc. All so they could speculate and argue about the probable cargo the ship was carrying. The atlas is seen for what it should be . . . a marvelous tool.

There is an interesting progression of skills that evolves around radio communication on board a sailing school vessel. As with any properly equipped vessel, we monitor the VHF channels that are appropriate to our operation:

- 9 Noncommercial ship to ship
- 12 Port operations, pilot
- 13 Vessel movements, navigation announcements

- 14 Vessel Traffic Controll System
- 16 Calling and distress
- 22 US Coast Guard
- 77 Pilot/tug communication

Our receiver is usually set to scan all of these frequencies. The background noise is a disruption of the otherwise peaceful quiet of a sailing vessel.

When students first become aware of the radio, they usually complain that they can't understand much of what's being said, but soon they learn to hear the words of a message such as: "Securitay..securitay..This is the tug Sea Horse with a bunker barge alongside, leaving berth 194 bound for L.A. anchorage C-5. Will stand by channel 13 for all concerned traffic." After learning to hear a message of this type, the kids want to know what it means, why they broadcast it, and who cares and why? At this point, the students' curiosity is really ripe. We consult the chart, find berth 194 and L.A. anchorage C-5. I describe the maneuvering difficulties of a tug with a barge tied along side. We consider what that means to us or any other vessel operating in the vicinity. I comment that channel 13 is reserved for this kind of communication between ships. We imagine what it would be like if it were foggy or stormy. Often we see the actual vessels doing their jobs.

It is surprising to me as a classroom teacher how quickly and thoroughly the kids learn this much information and how accurately they teach it to the next kid. But this is only the beginning. The kids take turns standing a radio watch where they must hear, listen, understand, interpret and evaluate a steady stream of transmissions, much of it not directed or important to us. The student must be alert to identify transmissions that are significant to us. For example, distress calls, USCG urgent marine information broadcasts, calls addressed specifically to us, notices to mariners, and navigation information from other vessels in our vicinity. The student must interpret the information, decide what, if anything to record, (such as location of vessel in distress) and notify the skipper and/or helmsman of the message.

So why does this excite me as an educator? After all, only a few of my students have made careers in the maritime industry. Nearly all of the rest of them are working in non-maritime fields. Many national assessments of what the nation needs from schools list skills of this sort which are very difficult to teach in the classroom but which are acquired almost automatically on board a well run sailing school vessel.

The Dept. of Labor's SCANS Report (The Secretary's Commission on Achieving Necessary Skills, 1992) identifies and describes the "workplace knowhow" that defines effective job performance today. SCANS research verifies five areas of competency that lie at the heart of job performance. The five areas deal with resources, interpersonal, information, systems and technology.

Let me quote from the summary on information:

- A. Acquires and evaluates information
- B. Organizes and maintains information
- C. Interprets and communicates information
- D. Uses computers to process information

We don't ordinarily use computers aboard. But three out of four isn't bad. If you have never tried to teach this sort of competency in a classroom, it's not easy. Under way it seems like second nature.

But, you say, the acquisition and use of information is only one of five essential competencies. True, but I've only described the radio watch, a very minor part of the sail training experience. If you are really interested, read the other four SCANS competency descriptions for yourself. The correlations with the operation of a sailing vessel are obvious and need no explanation from me. Just one closing SCANS quote:

"The five SCANS competencies span the chasm between the worlds of the school and the workplace. Because they are needed in workplaces dedicated to excellence, they are the hallmark of today's expert worker. And they lie behind every product and service offered on today's market." The SCANS report lists "gathering, analyzing, and acting on information" as examples of "skills needed for skilled work that are not taught in school". Interestingly enough, this is also the job description for lookout, one of the earliest responsibilities given to students on board.

Sail Training is neither a new, untested technology, nor is it a quaint, arcane, anachronism lingering on only in stodgy, stagnant, immobile societies. To the contrary sail training is a vibrant growing field of endeavor throughout Europe, Asia, Latin America, Australia, and Canada. Government supported examples abound world wide. From such emerging nations as Indonesia, Oman, India, Brunai, to modern industrialized nations including Germany, Japan, U.K., in fact all NATO nations except Turkey, also Poland, Bulgaria, and several republics of the former USSR. In this hemisphere national sail training vessels operate in Canada, Mexico, Colombia, Brazil, Argentina, Chile, Ecuador, Uruguay, Venezuela. In the United States the Coast Guard Barque "Eagle" is the only governmentally operated sail training vessel.

There are several successful locally supported sail training programs along the East Coast, the Gulf Coast, the Great Lakes, and the Pacific Northwest. Southern California with its year around sailing climate, excellent maritime environment, and massive "at risk" population is notable for its shortage of suitable programs.

It has been observed that "we are a nation enormously rich in technology and yet desperately poor in experience". As an experiential education endeavor, sail training is a demonstrably cost effective method to improve knowledge, skills, and attitudes.

We have the kids, we have the need, we have the know-how. Let's do it!

*Among the infinite array of factors and events that influence the course of a person's life there are a few "windows of opportunity" that are particularly open to outside intervention. One of these is adolescence, that period when most youths first question and challenge authority, when newly discovered causes are most passionately embraced, and the human need for exploration and adventure is most easily fulfilled. That is, if you are growing up in an accepting, nurturing, loving, family and society that can afford the luxury of cultivating it's next generation.*


"WORDS FROM THE UNWRITTEN BOOK" J. L. G.



## Appendix 7: Example of collateral promoting POLA Sponsorship


**Saturday May 3, 2014**  
5:00pm - 8:00pm  
(Every hour on the hour)

Sponsored by



**Sunday May 4, 2014**  
11:00am - 7:00pm  
(Every hour on the hour)


# PORT PASSAGES




**A 45-minute educational tour in the Los Angeles Harbor on L.A.'s Official Tall Ships!**

You will learn about:

- Maritime history and tradition
- International trade and the Port's role in supporting the economy
- The fishing fleet, past and present
- Vessel traffic and identification
- The diversity of employment from pilots to line handlers
- Natural resources, marine habitats, and how litter and plastic impacts our Port and ocean



  
Official Tall Ships & Maritime Ambassadors of the City of Los Angeles

For reservations: [lamitopsail.org](http://lamitopsail.org) or call (310) 833-6055  
or email: [info@lamitopsail.org](mailto:info@lamitopsail.org)  
**Departing Berth 78 at Ports O'Call Village**  
Wear soft-soled shoes; layered clothing recommended.  
Food and beverage allowed on board the ship.

**\$10**  
suggested  
donation

Providing educational experiences at sea for youth since 1992

## Appendix 8: University of Edinburgh

The Complete report is 58 pages long and in the interest of brevity only the first content page is included. If an evaluator would like the complete report we would be happy to make it available.

### **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*

## 9: Marymount California University – LAMI Graduate Level Research

Prepared by: Professor Emma Ogley-Oliver, Psychology, Ph.D., Marymount California University

Topic: Proposed LAMI TopSail Youth Assessment

Discussion: Proposal for LAMI Top Sail Program Assessment

Over the past nine months, the Los Angeles Maritime Institute (LAMI) has developed a relationship with Marymount California University (MCU) to explore the efficacy of LAMI TopSail, a positive youth development program. The Top Sail program aims to build confidence and character in program recipients by exposing them to the task of sailing Tall Ships. Additional processes and outcomes of the TopSail program will be explored in hopes to develop and sustain the program. Numerous data collection methods will be used to understand the processes and outcomes related to LAMI Top Sail activities. Specifically, qualitative and quantitative data will be collected from program recipients via surveys, focus groups, and participant observation. Data generated from these surveys, focus groups, and participant observation will be used to build relationships with program participants and explore participatory research approaches (Baum, McDougall, & Smith, 2006; Smith & Romero, 2010) to understand the TopSail program. Participatory research approaches are in keeping with the empowerment goals of TopSail and thus they may be appropriate to further assess the program from the perspective of program recipients. Participatory research methods require program recipients to assume researcher roles and this process has recently been linked to the development of relational empowerment among participants (Langout, Collins, & Ellison, 2014), a related goal of the TopSail program.

Program recipients engaged in participatory research approaches develop skills to work effectively as a group, build social capital, and participate in group decision-making (Christens, 2012). Further, students engaged in participatory research approaches may develop skills that allow them to mentor other program recipients to engage fully in the development of the TopSail program (Kohfeldt & Langout, 2012; Langout, 2014). These outcomes of participatory research approaches would ensure the legacy of Tall Ship sailing and relevant program assessment.

The requested funds will primarily allow for initial assessment of the LAMI TopSail program. These data will allow for immediate reflection of the efficacy of the program. In addition these funds will aid in the development of relationships between MCU faculty, staff, and students, LAMI TopSail service providers, and LAMI TopSail service recipients to sustain and grow the extent of collaboration in the future for the sole purpose of program enhancement by engaging a variety of stakeholders in the evaluation process. The relationship between LAMI TopSail and MCU will be maintained via numerous MCU faculty and staff interested in engaging MCU students in volunteerism, Service Learning, and internships with LAMI.

## **EXHIBIT B**

### **BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER**

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to [www.lacity.org/finance](http://www.lacity.org/finance) to download the business tax registration application.

#### **MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

## **EXHIBIT C - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

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

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

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

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

## EXHIBIT D

### SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

#### (1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles 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 subcontractors.**

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](http://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.

#### (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.

The Harbor Department defines a LBE as:

- (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.

## EXHIBIT E

### 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.

(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.

(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.