

A FUNDED AGREEMENT

Between The

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND
SERVICES**

And The

**CITY OF LOS ANGELES
ACTING BY AND THROUGH THE BOARD OF HARBOR
COMMISSIONERS**

For The

**MANAGEMENT, OPERATION, MAINTENANCE, AND REPAIR OF AN
AIR GAP SENSOR ON THE VINCENT THOMAS BRIDGE**

And for

**THE QUALITY CONTROL AND DISSEMINATION OF WIND DATA
FOR NOAA'S
LOS ANGELES/LONG BEACH PHYSICAL
OCEANOGRAPHIC REAL-TIME SYSTEM (PORTS®)**

NOS Agreement Code: MOA-2023-086(#12602)

I. PARTIES AND PURPOSE

- A. This Agreement is between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), through the Center for Operational Oceanographic Products and Services (CO-OPS), the City of Los Angeles (City), acting by and through the Los Angeles Board of Harbor Commissioners (Board); hereafter both entities are referred to as the Parties.
- B. The purpose of this Agreement is to continue the funding and requirements established to allow NOS to operate, maintain, enhance, and repair the air gap system on the Vincent Thomas Bridge and to receive and disseminate wind data from the City as part of the Los Angeles/Long Beach Physical Oceanographic Real-Time System (PORTS[®]) hereafter referred to as LLPORTS (LLPORTS). This Agreement between the City and NOS will result in the quality control and dissemination of the meteorological and air gap data through NOS' web products. City agrees to maintain LLPORTS wind sensors and provide the wind data to NOAA in accordance with NOS standards delineated in Appendices B and C. NOS, using City funds, will operate, maintain, and repair the air gap system on the Vincent Thomas Bridge. The current agreement MOA-2015-035 expired on July 31, 2023.

II. AUTHORITIES

- A. The funding transfer authority for NOS and the City to enter into this Agreement is the Coast and Geodetic Survey Act (CGSA), 33 U.S.C. § 883e, which provides that the Secretary of Commerce is authorized to enter into cooperative agreements or any other agreement, with, and to receive and expend funds made available by any state, or subdivision thereof, any federal agency, or any public or private organization, or individual for surveys and investigations authorized under §§ 883a et seq.
- B. The programmatic authority for NOS to enter into this Agreement is the CGSA, 33 U.S.C. §§ 883a et seq., which authorizes the Secretary of Commerce to conduct hydrographic and topographic surveys, tide and current observations, and analysis and prediction of tide and current data.
- C. The Board has the authority to enter this Agreement pursuant to the City of Los Angeles Charter sections 651 and 652.

III. BACKGROUND

- A. NOS and the City have a common interest in the safe navigation and environmental management of Los Angeles Harbor, California, and in collecting and disseminating related meteorological data in near real-time. LLPORTS was established for Los Angeles-Long Beach Harbor in response to this common interest.
- B. NOS provides the national infrastructure, science, and technical expertise to monitor, assess, and distribute tide, current, water level, bridge air gap, and other coastal oceanographic products and services supporting NOAA's environmental stewardship

mission and environmental assessment and prediction. The Board is the governing body for the Port of Los Angeles, a department of the City of Los Angeles, America's Port[®] (Port), and a premier gateway for international commerce. The Port is located in San Pedro Bay, 20 miles south of downtown Los Angeles. This thriving seaport sustains its competitive edge with record-setting cargo operations. It is also known for groundbreaking environmental initiatives, progressive security measures, diverse recreational and educational facilities, and is LA's emerging waterfront destination. In 1991, there was a formal partnership between Jacobsen Pilots, the Marine Exchange, the LA Port Pilots, and the U.S. Coast Guard to jointly operate the Vessel Traffic Service. The same collaboration jointly started the NOAA PORTS[®] system in 2001.

- C. PORTS[®] is a NOS program that supports safe and cost-efficient navigation by providing shipmasters, pilots, and other users with accurate real-time information required for safe vessel loading and transit and to avoid groundings and collisions. PORTS[®] is a partnership program where NOS is funded for and provides the program management, data collection, and dissemination infrastructure, 24x7 data quality control and assurance, and national standards. CO-OPS monitor the data quality of all PORTS[®] data through the Continuous Operational Real-Time Monitoring System (CORMS). CORMS is a 24-hour, 7-day "watchstander" that monitors all PORTS[®] data and data from the National Water Level Observation Network (NWLON) stations. The automated system flags questionable data and monitoring personnel then intervene and stop the transmission of questionable data until the issue is resolved.

IV. THE LOS ANGELES/LONG BEACH PORTS[®]

The LLPORTS consists of the following major components sponsored by the City of Los Angeles:

- A. LLPORTS stand-alone meteorological stations at four (4) locations: (1) Badger Avenue Bridge, (2) Berth 161, (3) Angels Gate, and (4) Pier 400. Each station includes an anemometer, data collection platform, line-of-sight radio modem, rechargeable battery, solar panel, and a telemetry system (radio/modem/antenna or telephone modem).
- B. LLPORTS air gap station on the Vincent Thomas Bridge. The station includes a primary microwave air gap sensor and backup laser air gap sensor, a cable from the air gap sensor to a power and electronic control box, a data collection platform with Geostationary Operational Environmental Satellite (GOES) transmitter, a rechargeable battery, a solar panel or AC charger, and a telemetry system (radio/modem/antenna or telephone modem).
- C. Spare equipment and measurement system components for the air gap system on the Vincent Thomas Bridge.
- D. Additional data collection sites or sensors may be added or deleted from the LLPORTS in the future. They will be addressed through a mutually agreed upon amendment to this Agreement.

- E. Additional stations and equipment are also included in the LLPORTS but are sponsored by neighboring entities/agencies who are not a party to this Agreement.

V. RESPONSIBILITIES OF THE PARTIES

PORTS® is a partnership program based on extensive collaboration between NOS and the local user community to identify local needs. The PORTS® partnership is founded on the principle that there are both local and national responsibilities. Funding for the ongoing operations and maintenance of the LLPORTS station identified in paragraph IV.B will be the responsibility of the City.

- A. NOS will provide the following using appropriated funds:

1. Personnel and technical expertise required to ensure that the system design, installation, operation, and maintenance of the LLPORTS are in accordance with NOS guidelines and standards.
2. Data dissemination in text and graphical formats for the LLPORTS. Data on this website will be updated every six minutes. See website: <https://tidesandcurrents.noaa.gov/ports/index.html?port=ll>
3. Real-time quality control of all LLPORTS data in the form of a 24 hours per day/7 days per week CORMS operation. This activity will be staffed by personnel contracted by CO-OPS to ensure that the data disseminated meets NOAA's standards for safe navigation.
4. Communications associated with CORMS.
5. Software maintenance and enhancements (which may be developed by CO-OPS).
6. Recommendations for hardware and equipment upgrades for the air gap system.
7. A designated site representative. The site representative is the NOS contact listed in Section VII. NOS shall notify the City if a new LLPORTS site representative is designated. This will not require an amendment to this agreement.
8. Proposals for and final approval of all changes, additions, and modifications to the LLPORTS.

- B. NOS shall provide the following using the City funds:

1. Personnel and expertise required to enhance, operate, and maintain the Vincent Thomas Bridge air gap station (this effort will utilize contractor support when appropriate).
2. Equipment and supplies for replacing damaged or faulty equipment associated with the Vincent Thomas Bridge air gap station. This does not include major

infrastructure repairs or station relocation, which require an amendment to the Agreement.

3. Routine and unscheduled maintenance of the LLPORTS station identified in paragraph IV.B (Vincent Thomas Bridge Air Gap), in accordance with NOS guidelines and standards. This includes sensor calibrations.
4. Modules/components required for the repairs of the Vincent Thomas Bridge air gap station.
5. Recurring communications such as monthly IP Modem services as applicable.
6. Removal of sensors and related equipment for the station identified in paragraph IV.B. if this Agreement is terminated and the equipment no longer meets the mission objective or if removal of the equipment is in the public interest.

C. The City shall:

1. Provide the funding described in Section VI hereof for the management, operation, maintenance, repair, and enhancement of the Vincent Thomas Bridge air gap station. The cost of the enhancement will be covered using carryover funds collected during the execution of MOA-2015-035 and in accordance with paragraph VI.J of this Agreement.
2. Provide recapitalization funds for the purchase of equipment and supplies for the replacement of damaged or faulty equipment for the Vincent Thomas Bridge air gap station. This does not include major infrastructure repairs or station relocation, which require an amendment to the Agreement.
3. In support of the Vincent Thomas Bridge air gap station, the City will use best efforts to notify the NOS point of contact in section VII of this Agreement when there are changes to the bridge infrastructure over the navigation channel, for example, the installation of temporary maintenance platforms; changes in the location or dimensions of the channel navigation lights; or changes in the location or dimensions of a RACON unit. Both City and NOS recognize that the Vincent Thomas Bridge is owned and maintained by the State of California. City will work in good faith to notify NOS of infrastructure changes it is made aware of that may affect the LLPORTS station identified in paragraph IV.B.
4. Conduct system management, operation, maintenance, and repair sponsored meteorological stations in accordance with NOS guidelines as delineated in Appendices B and C of this Agreement.
5. Provide all services and materials necessary for the ongoing operation, maintenance, and repair of the sponsored meteorological stations, including recurring communications costs with the exception of communication costs associated with CORMS.

6. Ensure necessary permits and other approvals within the City's jurisdiction are maintained for the sponsored meteorological stations.
 7. Ensure that damaged, defective, or worn-out parts or components for the meteorological stations are replaced only with comparable parts or components. Any substitute parts or components are approved in advance and in writing by the NOS Maritime Services Program Manager.
 8. Designate a local site representative. The site representative is the City contact listed in Section VII. The City shall notify NOS if a new site representative is designated. This will not require an amendment to this agreement.
- D. The City will notify NOS of any modification or upgrade of any LLPORTS component, and any changes must be agreed upon by written consent of all Parties via an amendment to this Agreement.

VI. FUNDING, PAYMENT, AND REIMBURSEMENT ARRANGEMENTS

- A. With the signing of this Agreement, the City will assume responsibility for funding the operation, maintenance, and repair of the Vincent Thomas air gap station on an annual basis, starting August 1, 2023. This includes funding for a portion of the costs of the enhancement of the air gap station in the Period of Performance Year 1. See Appendix A for the cost schedule.
- B. With the signing of this Agreement, the City will assume responsibility for the operation, maintenance, and repair of the LLPORTS meteorological stations as identified in paragraph IV.A, in accordance with Appendices B and C.
- C. Funding for this five-period Agreement is as follows:
 1. Following the signing of this Agreement, the Parties acknowledge that all available funds will be reallocated from the transfer of funds made by the City pursuant to MOA-2015-035, in accordance with paragraph VI.J of this Agreement, and can be used to fund a portion of the costs of the enhancement of the Vincent Thomas air gap station.
 2. Following the signing of this Agreement, NOS will invoice the City for Period of Performance Year 1. These funds are required for the purchase and installation of a redundant sensor, and for the management, operations, maintenance and repair of the Vincent Thomas air gap station. These funds will be provided to NOS within 30 days of receipt of the invoice, always subject to the same terms and conditions described above. NOS will invoice the City 30 days in advance of the due date. There will be no required amendments to this Agreement unless there is a change in service, costs or products.
- D. NOS policy requires advance payment by the City under this Agreement in order to reduce the financial risks of contracting.

E. NOS will send invoice(s) to the following address:

City POC: Jeremy Karmelich
Attention: Chief Port Pilots
Address: Los Angeles Pilot Service
Port of Los Angeles
Berth 68
P.O. Box 151
San Pedro, CA 90733-0151
Telephone Number: (310) 732-3525
E-mail: jkarmelich@portla.org

F. The City will be invoiced an amount not to exceed one-hundred thousand dollars (\$100,000) for activities under this Agreement. The following financial information applies:

1. NOAA/NOS/CO-OPS
DUNS¹ Number: 15-6140209
Employer ID: 52-0821608
Treasury Account Symbol (appropriation code for collection):13x1450
CBS ACCS number: 14-2023-1BK6XVB-P00-10-16-0000-00-00-00-00
2. Los Angeles Port Authority
Employer ID: 13-83325690001
DUNS Number: 95-6000735

G. NOAA/NOS/CO-OPS will not recover all costs for the services it is providing. NOAA's contribution to the LLPORTS partnership includes maintaining CORMS for data quality control, related PORTS[®] data dissemination infrastructure, and other technical and administrative oversight in the amount appropriated for PORTS[®] in the current fiscal year. Based upon several published studies of the economic benefits of PORTS[®], there is an estimated annual benefit for each PORTS[®] of \$2.2M - \$4.5M. In accordance with 33 U.S.C. § 883e, NOAA has determined that the amount of benefits it derives from this Agreement exceeds its contribution². Additionally, improvements in spill response, weather forecasts, and storm surge forecasts enabled by the PORTS[®] data are in keeping with NOAA's mission to protect life and property.

H. Any unused funds which remain at the conclusion of any Period of Performance shall be carried over into the following funding period with an accounting provided to City within 90 days of the end of any such period. Any unused funds remaining at this Agreement's conclusion shall be carried over into subsequent Agreements.

I. Any unused funds that remain at the conclusion of the previous Agreement (MOA-2015-035) shall be carried over into this Agreement for the continuity of operations.

¹ Dun & Bradstreet Universal Numbering System

² NOAA's estimated annual contribution to the full LLPORTS[®] is \$325,000.

- J. The sensors and other equipment for the air gap station shall remain NOS property. If this Agreement is terminated under subsection VIII.E, NOS will leave the Vincent Thomas Bridge air gap station in place.
- K. If City fails to provide necessary funds, NOS will monitor data quality and terminate dissemination of information when, in its sole discretion, the information quality approaches unacceptable limits.

VII. CONTACTS

- A. The Points of Contact (POC) for each of the Parties to this Agreement are:

- 1. NOS POC: Christopher DiVeglio
Position: Maritime Services Program Manager
Address: NOAA/NOS/CO-OPS
1305 East West Highway
Silver Spring, Maryland 20910
Cellphone: (240) 620-6919
email: christopher.diveglio@noaa.gov
- 2. City POC: Captain John L. Dwyer
Position: Chief Port Pilot II
Address: Port of Los Angeles
Berth 68
P.O. Box 151
San Pedro, CA 90733-0151
Telephone Number: (310) 732-3805
Cellphone: (310) 567-2337
email: jdwyer@portla.org

- B. Day-to-day operations and technical assistance, point of contact for each of the Parties is:

- 1. NOS POC: Rolland Brail
Address: NOAA/NOS/CO-OPS/FOD
7600 Sand Point Way N.E.
Seattle, WA 98115
Telephone Number: (206) 526-6916
Cell: (206) 713-5271
email: rolland.brail@noaa.gov
- 2. City POC: Captain John L. Dwyer
Position: Chief Port Pilot II
Address: Port of Los Angeles
Berth 68
P.O. Box 151
San Pedro, CA 90733-0151

Telephone Number: (310) 732-3805
Cellphone: (310) 567-2337
email: jdwyer@portla.org

C. The Financial Points of Contact (POC) for this Agreement are:

1. NOS POC: Kelvin James
Position: Budget Officer
Address: NOAA/NOS/CO-OPS
1305 East West Highway
Silver Spring, Maryland 20910
Telephone Number: (301) 520-4769
email: kelvin.james@noaa.gov
2. City POC: Jeremy Karmelich
Position: Senior Management Analyst
Address: Los Angeles Pilot Service
Port of Los Angeles
Berth 68
P.O. Box 151
San Pedro, CA 90733-0151
Telephone Number: (310) 732-3525
E-mail: jkarmelich@portla.org

- D. The Parties agree that if there is a change regarding the information in this Section, the Party making the change will notify the other Party in writing of such change. This change does not require a formal amendment.

VIII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. The Agreement will become effective upon the signature of both the approving officials of the respective organizations, and end on July 31, 2028. Period 1 of operations and maintenance began on August 1, 2023, and will end on July 31, 2024. The duration of each subsequent period of this Agreement shall be for one year, beginning on August 1st and ending on July 31st. Thus, the second period will begin on August 1, 2024, and end on July 31, 2025. Period three, four, and five shall follow the same schedule. Any negotiated changes in Periods 2-5 of operation and maintenance funding from those listed in Appendix A will be addressed in a mutually agreeable amendment to this Agreement. Otherwise, NOS will invoice the City 30 days in advance of the due date, for the amount shown in Appendix A for that Period and will receive payment within 30 days of that invoice subject to the provisions of Section VI.A, above.
- B. This Agreement may be amended within the scope of this Agreement or extended at any time through the written mutual consent of the Parties. The Parties will review this Agreement at least once during the execution of this agreement to determine whether it should be revised or terminated.

- C. This Agreement may be terminated by (1) mutual written consent; (2) 90 days advance notice by either Party; or (3) completion of the operation/terms of this Agreement.
- D. The transfer of funds from the City to NOS will not require an amendment. However, an amendment will be required if the amount to be transferred is greater or less than the amount cited in Section VI.F above.
- E. In addition to any other right of the City to terminate this Agreement, the City shall have the right, at its sole discretion and upon its determination that it has inadequate funds available for the purposes of this Agreement, to cancel this Agreement without loss or cost to the City except as specifically provided for in this subsection VIII.E. Termination under this subsection VIII.E shall become effective upon written notice by the City to NOS. In case of termination by the City under this subsection VII.E, NOS may only be reimbursed for costs incurred prior to the date of the written notice of termination by the City, so long as any such cost is otherwise authorized and appropriate. NOS may also use remaining reserve funds, if any, and only up to a max of \$50,000, for the removal of equipment following termination.
- F. If either party terminates this Agreement for lack of funds pursuant to paragraph VIII.E or X.C, or upon 90-day notice pursuant to paragraph VIII.D., NOS may only be reimbursed for costs incurred prior to the date of the written notice of termination, so long as any such cost is otherwise authorized and appropriate. NOS may also use remaining reserve funds, if any, and only up to a max of \$50,000, for the removal of equipment following termination.
- G. NOS reserves the right to resume maintenance and operation of the LLPORTS at any time if, in its sole discretion, it believes such an action would be in the public's best interest.

IX. RESOLUTION OF DISAGREEMENTS

Should disagreement arise as to the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution. Regardless, Parties retain their rights under the law.

X. OTHER TERMS AND CONDITIONS

- A. This Agreement in no way limits other government agencies (federal, state, and local), port authorities, companies involved in maritime commerce, commercial fishermen, recreational boaters and fishermen, researchers, and the general public from having access to LLPORTS data through the Internet.
- B. NOAA agrees to promptly consider and adjudicate any and all claims which may arise out of work under this Agreement by NOS or duly authorized representatives or

contractors of NOS and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. 2671 *et seq.*, or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while doing the work under this Agreement. Such adjudication will be made pursuant to the Federal Compensation Act, 5 U.S.C. 8181 *et seq.*, or other such legal authority as may be pertinent.

- C. All responsibilities under this Agreement are subject to the availability of appropriated funds. NOS participation in this Agreement is contingent on receipt of the Federal funding required to operate the CORMS. Should NOS be required to terminate this Agreement, all unexpended funds that are received from the City will be returned to the City. In case of termination pursuant to this paragraph, NOS may be reimbursed only for costs incurred prior to termination. NOS may also use remaining reserve funds, up to a max of \$50,000, for the removal of the air gap station equipment following termination.
- D. In executing the terms and conditions of this agreement, NOS shall comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, and permits.
- E. NOAA shall cause its contractors to maintain liability insurance as specified in Appendix B during the performance of any work under the terms of this Agreement. For one year after such work is completed or accepted, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2. See Appendix B.

XI. ACCEPTED AND APPROVED

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION
NATIONAL OCEAN SERVICES

ACCEPTED AND APPROVED FOR THE
CITY OF LOS ANGELES, ACTING BY AND
THROUGH ITS BOARD OF HARBOR
COMMISSIONERS

BY: SNOWDEN.DERRICK.P
RESTON.1365898991
Digitally signed by
SNOWDEN.DERRICK.PRESTON.13
65898991
Date: 2023.09.18 15:22:42 -04'00'

BY: _____

Derrick Snowden,
Acting Director
Center for Operational Oceanographic
Products and Services

Eugene D. Seroka,
Executive Director

DATE: _____ September 18, 2023

DATE: _____

NOS Agreement Code: MOA-2023-086(#12602)

APPROVED AS TO FORM:

Date: October 16, 2023

Hydee Feldstein Soto,
Los Angeles City Attorney

By 

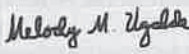
Justin Houterman,
Deputy Los Angeles City Attorney


Date: 10/12/23

Contractor/Vendor Name: United States Department of Commerce National Oceanic and Atmospheric Administration National Ocean Service Center for Operational Oceanographic Products and Services

Account#	54030	W.O. #	
	13150		
Ctr/Div#	0414	Job Fac.#	
Proj/Prog#			
	Budget FY:	Amount:	
	FY23/24 Acct 54030	\$17,000	
	FY23/24 Acct 13150	\$15,000	
	FY24/25 Acct 54030	\$17,000	
	FY25/26 Acct 54030	\$17,000	
	FY26/27 Acct 54030	\$17,000	
	FY27/28 Acct 54030	\$17,000	
	TOTAL:	\$100,000	

For Acct/Budget Div. Use Only

Verified by:  Melody Ugalde
2023.10.13
08:13:30 -07'00'

Verified Funds Available:  Digitally signed by Frank Liu
Date: 2023.10.13
10:11:49 -07'00'

Date Approved: 10/13/23

APPENDIX A

LLPORTS Costs

Vincent Thomas Bridge Microwave Air Gap Measurement System

Measurement System					
	Period 1	Period 2	Period 3	Period 4	Period 5
	08/01/2023	08/01/2024	08/01/2025	08/01/2026	08/01/2027
	-	-	-	-	-
	07/31/2024	07/31/2025	07/31/2026	07/31/2027	07/31/2028
Vincent Thomas Bridge (Air Gap)	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
Vincent Thomas Bridge (Air Gap) Enhancement equipment/ install*	\$15,000	\$0	\$0	\$0	\$0
Badger Avenue Bridge (Met)	\$0	\$0	\$0	\$0	\$0
Berth 161 (Met)	\$0	\$0	\$0	\$0	\$0
Angels Gate (Met)	\$0	\$0	\$0	\$0	\$0
Pier 400 (Met)	\$0	\$0	\$0	\$0	\$0
Total	\$32,000	\$17,000	\$17,000	\$17,000	\$17,000
Balance to be Invoiced - \$100,000					

Met - meteorological station

*Some of the funds reallocated from MOA-2015-035 will also be used to fund a portion of the costs of the enhancement of the Vincent Thomas air gap station.

APPENDIX B

Federal Acquisition Regulations

28.307-2 Liability.

- a) ***Workers' compensation and employer's liability.*** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 48CFR28.305(c) for treatment of contracts subject to the Defense Base Act.)
- b) ***General liability.***
1. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 2. Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- c) ***Automobile liability.*** The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d) ***Aircraft public and passenger liability.*** When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- e) ***Vessel liability.*** When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

APPENDIX C

MANAGEMENT, OPERATION, MAINTENANCE, AND REPAIR OF LOS ANGELES/LONG BEACH PORTS METEOROLOGICAL STATIONS

INTRODUCTION

The science, technology, and operations included in PORTS® are leading edge, cover a very wide range, and will continue to present challenges in the ongoing management of the system. Development and implementation of PORTS® by NOS requires the expertise of specialists in technical management, oceanography, engineering, and information systems. It includes knowledge of currents and circulation, water levels, instrumentation, communications, computers, data management, and field operations.

Although the Los Angeles/Long Beach (LLPORTS) is a continuation of previously deployed technology, the physical and geographical challenges unique to the port area require on-going system refinement and upgrading. System management, operation, maintenance, and repair (MOM&R) and the most appropriate documentation of these activities will require further refinement as additional experience is gained. Modification of the required activities described in this Appendix must be approved by NOS. The modified requirement(s) must be stated in writing, signed by the NOS Maritime Services Program Manager, and attached to NOS and City copies of this Agreement.

Note: This Appendix applies to the LLPORTS meteorological measurement stations that are a part of the underlying agreement (MOA-2023-086).

Maintenance must be conducted both at the system level and at the component level, at intervals that vary from twice daily to every four years. For reliable operation of the system with less than five percent down time, and to ensure dissemination of quality assured data, PORTS® must be maintained rigorously by personnel with the required expertise.

MANAGEMENT AND OPERATION

City shall perform the following duties:

- Schedule maintenance activities and ensure that they are conducted according to CO-OPS specifications to minimize downtime;
- Obtain quick initial and follow-up response support as required to rapidly diagnose problems and thus minimize system down time;
- Manage support contracts (e.g., diving services, vessels, measurement subsystem maintenance, and data acquisition and dissemination subsystem maintenance);
- Interact, in a professional manner, with NOAA; U.S. Coast Guard; U.S. Army Corp. of Engineers; members of the City of Los Angeles; other federal agencies; port authorities; ship pilots and masters; ferry, tug and tow operators; companies engaged in maritime commerce; environmental agencies; the general public; and others as required.

- Submit documentation to include but not limited to, applicable site reports, sensor and bench mark leveling metadata and other supporting documentation as stated in the CO-OPS Standing Project Instructions (see the Schedule, Reports, and Deliverable sections for more information) for each site visit;
- Maintain field activity logs for the installation, removal, repair, and maintenance of all sensors. Copies shall be retained by the Partner and made available for CO-OPS review upon request.

The NOS-operated CORMS will conduct continuous system checks and will provide the City the results from the checks. When problems are encountered with critical system components, the City shall respond within four (4) hours of receiving negative system check information to arrange for corrective actions. The City shall equip a watch stander or other appropriate employee with a pager or other means of responding 24 hours per day, 365 days per year for this purpose. The City shall designate a contact person and back-up contact persons responsible for responding to negative system check information and identify these individuals to NOS upon the execution of this Agreement. The City shall notify NOS of any changes in contact or backup persons within one workday.

MAINTENANCE

The City will coordinate all maintenance activities and participate in such activities as may be appropriate.

The routine operations, maintenance, and emergency maintenance of the LLPORTS meteorological measurement systems must be carried out by individual(s) knowledgeable of NOS guidelines and standard procedures. Routine inspections and scheduled and unscheduled maintenance of the observing systems will be completed by the City.

The City or it's approved contractor(s) will be responsible for the DAS operations as needed to complete, correct, or improve data acquisitions from the meteorological sensors

Unscheduled and scheduled maintenance of the NWLON water level and meteorological systems must be carried out by individual(s) knowledgeable of NOS guidelines and standard procedures. The maintenance of the NWLON systems will be completed by CO-OPS.

MANAGEMENT, OPERATION AND MAINTENANCE SCHEDULE

Daily

Monitor the various LLPORTS data products issued by CO-OPS so as to maintain knowledge of those products and the associated data values. Respond to all requests regarding instrument status, repair schedules, etc.

Twelve (12) - Month Service Interval

Perform the following service tasks, where applicable, along with the following:

- a. Replace the wind sensor nose cone(s) and verify the wind sensor alignment.
- b. Calibrate the barometer.

- c. Replace expired gel cell batteries in the DCP and top side electronics with approved replacements. Batteries shall be labeled with the installation date, shall be load tested annually, and shall be replaced every four years.
- d. Inspect and clean all solar panels.

Repairs to and replacement of the meteorological measurement system components as may be necessary to ensure system reliability and data quality shall be made.

On an annual basis, the City shall prepare an annual work plan for the following year. A copy of the plan shall be provided to NOS and to anyone requesting it. The City will work with the NOS Maritime Services Program Manager in any manner necessary to support the LLPORTS meteorological measurement stations.

An annual report shall be prepared by NOS. The annual report shall consist of an executive summary and data dissemination statistics of the PORTS[®] system, but no financial information, since the City operates and maintains the LLPORTS meteorological measurement stations to NOS standards. The distribution of the report shall be made to anyone requesting it.

Unscheduled Service

CO-OPS will provide updates to the DAS/IDS operating system, languages, and utilities shall be installed as necessary. Respond to system failures as required. Repairs and replacements as may be necessary to ensure system reliability and data quality.

Table 1. Sensor Service Intervals

Sensor	2 Mo	6 Mo	Yearly	2 Year	4 Year
Met Sensors			S	R (wind sensor)	
Solar Panels			I/C		
Standard Batteries		I			R

Key: C-Clean, D-Dive, K-Calibrate On Site, L-Return to CO-OPS for Calibration, R-Replace, S-Service

APPENDIX D

REFERENCES

CO-OPS have a publicly accessible [CO-OPS Field Library](#) in order to distribute field operations reference material to in-house and partner PORTS field personnel. The Field Library contains CO-OPS Standard Operating Procedures, check lists, protocols, equipment manuals, diagrams, project instructions, and additional references, etc. with sensitive information removed.

Please refer to the following documents for information regarding the installation, operation and maintenance of CO-OPS observation stations.

All questions pertaining to references shall be directed to the NOS POC for day-to-day operations and technical assistance (see Section VII.B).

DCP References

- Next Generation Water Level Measurement System (NGWLMS) Site Design, Preparation, and Installation Manual
- Sutron Xpert Data Logger Operations and Maintenance Manual
- Sutron Xpert2 Data Logger Operations and Maintenance Manual
- Sutron 9210 XLite Operations and Maintenance Manual
- Sutron 9210B XLite Operations and Maintenance Manual
- Sutron Satlink 2 Logger & Transmitter Operations and Maintenance Manual
- Xpert and Xpert Dark Internal Battery Replacement
- Procedures for Requesting a Platform ID
- NGWLMS GOES Message Formatting for Hourly Transmissions
- Attachment of Conduits to Enclosures
- EB 10-002 Standardize Battery Type for CO-OPS Water Level and Meteorological Stations

Sensor References

- Sutron Accubar Barometric Pressure Multiple Interface Sensor Operations & Maintenance Manual
- Sutron Barometer Calibration Procedure
- RM Young Model 05103 Wind Monitor User Manual
- Wind Sensor Alignment Procedures for the R.M. Young Wind Monitor
- On-site Verification of Water Temperature Readings

Geodetic References

- User's Guide to Vertical Control and Geodetic Leveling for CO-OPS Observing Systems
- User's Guide for Writing Bench Mark Descriptions
- User's Guide for Electronic Levels with Translev and WinDesc
- User's Guide for GNSS Observations at Tide and Water Level Bench Marks Standards and

Specifications for Geodetic Control Networks

- NGS Attachment R, Requirements for Digital Photographs of Survey Control
- NGS Attachment T, Setting a Concrete Mark
- NGS Attachment U, Setting a Survey Disk in Bedrock
- NGS Attachment V, Setting a NGS 3-D Monument
- NGS Attachment X, Performing Bench Mark Ties
- Preliminary Step by Step Leveling Instrument Procedures
- Creating a Bench Mark Diagram in PDF Format
- Procedure to Establish a Meteorological Sensor Reference Mark and to Measure Meteorological Sensor Heights
- Level Rod Re-Calibration

Maintenance Specifications and References

- Standing Project Instructions for CO-OPS Observing Systems
- Project Instructions for CO-OPS Observing Systems
- CO-OPS Specifications and Deliverables for Installation, Operation, and Removal of Water Level Stations
- Upgrading an Existing Station or Installing a New Water Level Station
- CO-OPS Water Level and Meteorological Site Reconnaissance Procedures
- CO-OPS Meteorological Reconnaissance Form

Safety References

- [Department of Commerce Occupational Safety and Health Manual](#)
- [NOAA Safety Policy, NAO 209-1](#)
- [OSHA Diving Safety Regulations](#)