

AGREEMENT NO.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
YOUNG MEN'S CHRISTIAN ASSOCIATES OF  
METROPOLITAN LOS ANGELES

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 YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN LOS ANGELES, a California non-profit corporation, 301 South Bandini Street, San Pedro, CA 90731 ("Consultant").

WHEREAS, the Port of Los Angeles ("Port") created a five-year, \$25 million Community Aesthetic Mitigation Program in 2003 as a result of the China Shipping settlement agreement between the City of Los Angeles and the Natural Resource Defense Council, which was approved in March 2003, and later amended in June 2004; and

WHEREAS, the program mandates that the aesthetic mitigation funds be expended only for improvements that would reduce aesthetic mitigation impacts resulting from Port operations in San Pedro and Wilmington; and

WHEREAS, the Port solicited projects for the Wilmington Community in January 2007, resulting in the recommendation from the Port Community Advisory Committee ("PCAC") and the Wilmington Waterfront Subcommittee for the Wilmington YMCA Aquatics Center and Programs ("Wilmington YMCA") for approval by the Board; and

WHEREAS, on February 21, 2008, the Board approved funding for the Wilmington YMCA in an amount of \$2,723,762, of which after deducting certain administration fees \$2,720,653 remains available; and

WHEREAS, the new pool and aquatics center will allow the Wilmington YMCA to expand its menu of programs in three areas: 1) programs that promote healthy activity and general well-being; 2) programs that teach water safety; and 3) career development programs that teach water-related job skills and provide paths toward employment in jobs around water, the ocean, and the Port; and

WHEREAS, Agreement 09-2809 between the City and Consultant, to fund the Wilmington YMCA project, expired in February 2013, before Consultant was able to begin construction, due to a budget shortfall; and

WHEREAS, Consultant informed the City that they are now financially able to commence with construction; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit "A" ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant 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 Consultant 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.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

### 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. Consultant 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. Three (3) years have 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit "A".

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit "A"), shall be Two Million Seven Hundred Twenty Thousand Six Hundred Fifty Three Dollars (\$2,720,653).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

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

\_\_\_\_\_  
(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices 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.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City

may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit "B") listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices 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. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

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 Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the

performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this 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

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

#### 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 "C."

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

##### B. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the

City's online insurance compliance system **Track4LA™** at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

C. General Liability Insurance

Consultant 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 Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. 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

Consultant 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 Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision 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

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for

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

F. Professional Liability Insurance

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

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

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

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

G. Carrier Requirements

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

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 consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

J. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant 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 Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

K. Right to Self-Insure

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

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.

6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

L. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

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 Consultant 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 hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

XI. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to

impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

## XII. AFFIRMATIVE ACTION

The Consultant, 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. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "D."

## 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. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit "E."

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, 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

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

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

Consultant 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 Consultant in the performance of this Agreement.

XVIII. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known.

Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

#### XIX. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

#### XX. 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 Environmental Management, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the

address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XXI. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that its authorized TIN is 95-1644052. No payments will be made under this Agreement without a valid TIN.

XXII. 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. Consultant 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.

XXIII. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant 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. The Consultant and/or Subconsultant 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. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

XXIV. 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. Consultant shall comply with the policy wherever applicable. Violation of

this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "F."

#### XXV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

##### Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

#### XXVI. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating

to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

#### XXVII. 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.**

#### XXVIII. 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.

#### XXIX. 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.

#### XXX. 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.

**XXXI. 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.

**XXXII. 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.

**XXXIII. 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.

**XXXIV. 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 \_\_\_\_\_  
Executive Director

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

YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN LOS ANGELES

Dated: 6-18-13

By Alan Hostrup  
Alan C. Hostrup  
President & CEO  
(Print/type name and title)

Attest Dan Cooper  
Dan Cooper EVP/CFO  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

June 26, 2013  
CARMEN A. TRUTANICH, City Attorney  
JANNA B. SIDLEY, General Counsel

By Christopher B. Bobo  
CHRISTOPHER B. BOBO, Assistant

CBB:aeb  
06/12/13

Rev. 03/13/13

Account #	<u>21952</u>	W.O. #	_____
Ctr/Div #	<u>7000</u>	Job Fac. #	_____
Proj/Prog #	<u>000</u>		
Budget FY:		Amount:	
	<u>2013/14</u>	<u>2,525,000</u>	✓
	<u>2014/15</u>	<u>195,658</u>	✓
	<b>TOTAL</b>	<b>2,720,658</b>	✓
For Acct/Budget Div. Use Only:			
Verified by:	<u>Julie Yano</u>		
Verified Funds Available:	<u>Anita Gregoire</u>		
Date Approved:	<u>6/18/13</u>		

Exhibit A Between the City of Los Angeles and  
The Young Men's Christian Association of Metropolitan Los Angeles (YMCA)

The project consists of the design and construction of an enclosed pool, shower, and changing facility located at the Wilmington YMCA, 1127 North Avalon Boulevard, Wilmington, CA 90744. The YMCA will be responsible for completing the facility as set forth in the proposal approved by the Board in February 2008 (attached) for community access. Community will have access to open swim for the first year of operation.

Compensation to the YMCA will be made upon completion of milestones as follows:

Approximate Schedule	Disbursement	Milestone	Compensation Amount
August 2013	1	Provide written documentation that the following has occurred: <ul style="list-style-type: none"> <li>• Design Complete</li> <li>• Construction Permits Approved</li> <li>• Commencement of Construction (Groundbreaking)</li> </ul>	\$625,000
November 2013	2	Provide written documentation, including photos, that the following has occurred: <ul style="list-style-type: none"> <li>• Foundation Complete</li> <li>• Structure in progress</li> </ul>	\$650,000
January 2014	3	Provide written documentation, including photos, that the following has occurred: <ul style="list-style-type: none"> <li>• Building Exterior Complete</li> <li>• Mechanical/Electrical/Plumbing (MEP) Rough-in Complete</li> </ul>	\$800,000
March 2014	4	Provide written documentation, including photos, that the following has occurred: <ul style="list-style-type: none"> <li>• Building Interiors Complete</li> </ul>	\$450,000
May 2014	5	Provide written documentation, including photos, that the following has occurred: <ul style="list-style-type: none"> <li>• Construction Complete</li> <li>• Temporary Certificate of Occupancy Issued</li> </ul>	\$195,653
<b>TOTAL:</b>			<b>\$2,720,653</b>

## Exhibit A

Wilmington YMCA  
Proposal for Aesthetic Mitigation Funding

Port of Los Angeles  
April, 2007

### PROPOSED FAMILY AQUATICS CENTER AND PORT-RELATED PROGRAMMING AT THE WILMINGTON YMCA

In response to the category of *educational, arts, and athletic facilities* in the "Request for Aesthetic Mitigation Conceptual Projects for the Wilmington Community" from the Port of Los Angeles (Port), the YMCA of Wilmington, a branch of the San Pedro & Peninsula YMCA, is proposing funding for a new, much-needed swimming pool and family aquatics center and relevant program support to complete an extensive facility upgrade the YMCA began in 2005. The programs and opportunities already offered at the YMCA benefit children and families locally, regionally, and statewide, and the addition of a pool and its ancillary programming, including programming that will make the pool accessible to people from across the region and state, will greatly augment its service capacity in Wilmington - a community in acute need of institutions promoting healthy activity and general wellbeing.

The pool and aquatics center will be accessible to children and teens from across the region, providing innovative programming through community partnerships with the Los Angeles County Lifeguard Association, the College of Oceanaring, the Wilmington Youth Sailing Center, and the American Red Cross. These partnerships are geared towards building paths to employment in careers around the water and the Port by fostering leadership development, education, and pre-qualification in necessary skills.

### YMCA OF WILMINGTON – A BRIEF HISTORY

The YMCA of Wilmington is a part of the network of the YMCA of Metropolitan Los Angeles, which has managed the planning, growth, building, renovation, management, and operation of numerous capital projects across Los Angeles for over 120 years and represents one of the largest regional associations of one of the most stable and successful nonprofits in the world. In a history of great achievement building strong kids, strong families, and strong communities across the Los Angeles basin, recent decades particularly highlight the YMCA's project management experience. In the last ten years alone, the YMCA of Metropolitan Los Angeles has managed over \$35 million in successful capital projects at over 10 different branch sites. Today, the YMCA of Metropolitan Los Angeles oversees 25 community-based YMCAs and 3 campsites across Los Angeles County and Southern California. At any given time, several of these YMCAs are engaged in capital campaigns or actual construction.

In 1997, a strategic decision was made to build a new facility in the Wilmington community that was suited to meet the needs of all residents seeking access to healthy lifestyles and to family and youth programs. In 2008, The Wilmington YMCA will celebrate a decade of service to families in the region, and the impact on 3,042 individuals and 1,014 families annually participating in YMCA programs has enriched the entire Wilmington community through programs and activities including those for physical fitness, youth sports, character development, health and nutrition, and a myriad of other forms of safe and healthy recreation.

There are 22,500 children under the age of 18 who live in Wilmington, and the YMCA has been a leader in providing healthy activities for those youth as they seek healthy lives.

### NEEDS STATEMENT:

#### ENVIRONMENTAL, PUBLIC HEALTH, AND AESTHETIC

#### IMPACTS OF THE PORT OF LOS ANGELES

The Port of Los Angeles spans 7500 acres along 43 miles of California coastline. By volume, it is the busiest port in the United States, and the 8<sup>th</sup> busiest container port in the world. In addition, it is home to the *World Cruise Center*, which transports over 1 million passengers annually, making it the largest cruise ship center on the West Coast of the United States. For over a century, the Port has been a major driving force behind the Los Angeles economy, one of the largest economies in the world, providing Californians with thousands of local jobs and billions of dollars in wages and salaries. In fact, in a 2006 speech at the

## Exhibit A

Goods Movement Summit, Los Angeles mayor Antonio Villaraigosa referred to the Port as Los Angeles' "strongest economic engine, generating two times more annual revenue than the motion picture industry."

While the Port of Los Angeles is an important historical landmark and a source of economic wellbeing for its bordering communities and the state, it is also true that the necessities of Port operations have meant certain negative impacts on the communities surrounding the Port, particularly with regards to the environment, community aesthetics, and issues of public health. Because of their location on the frontline of Port operations, residents of Wilmington (and other communities located similarly near the Port) experience these negative impacts most severely.

### Environmental Port Impact

Last year, the Port moved 7.3 million TEUs (twenty-foot equivalent units), establishing a new national record for container transport. While this means positive things for the city and state economy, it takes a heavy toll on the environment. Ships idling dockside emit toxins as they burn low-quality bunker fuel, and while shore-generated electricity is available, most ships that frequent the Port are not equipped to connect to it. Similarly, diesel powered semi-trucks and locomotives idle and emit toxins as they await loading and unloading. Port marine vessels alone generate 47 tons of nitrogen oxide daily. In fact, the volume of daily nitrogen oxide emissions from Port vessels is so great that it nearly equals that of the 350 largest factories and refineries in the region. By 2022, that number is projected to increase by 70%.<sup>1</sup>

Of course, all of these emissions equate to dangerous levels of air pollution. Living close to centers of dense air pollution is a concern for residents of communities like Wilmington, who share their community's land with the Port. While air pollution generated by the port is a statewide concern, it is these residents that find themselves in the most clear and present danger.

### Aesthetic Port Impact

In most of Los Angeles's waterfront communities, the presence of the ocean and its coastline means access to aesthetically beautiful natural landscapes, with open beaches, rocks, and coastal views that create an atmosphere ideal for physical activity. Even in those Los Angeles coastline communities that are highly developed, such as Santa Monica, Manhattan Beach, and the newer Venice developments, efforts have been taken to hone the architecture of the myriad businesses, restaurants, and public spaces towards retaining and enhancing the natural asset of the coast. In Wilmington however, the Port occupation has resulted in virtually no public access to the 11 miles of coastline along its border, and views of the harbor are severely limited. In addition, because the Port in recent years has moved record numbers of containers by volume, the need for vast spaces of container storage is on the rise.



*View from Sanford Avenue, a residential street fewer than 1.3 miles from the Wilmington YMCA.*

Because the extensive trucking and container storage operations required to serve the Port take up a great portion of Wilmington's land, and because those operations can be dangerous as containers-moving

<sup>1</sup> "Environment" in "Port of Los Angeles," Wikipedia: 2006. ([http://en.wikipedia.org/wiki/Port\\_of\\_Los\\_Angeles](http://en.wikipedia.org/wiki/Port_of_Los_Angeles))

## Exhibit A

trucks pass down residential streets, there is little of the open space typical of coastline communities. In turn, there is a great community need for safe, healthy, aesthetically pleasing recreational facilities.

### Public Health Port Impact

Recent studies by local regulators have shown that the Port is responsible for 2,000 cases of cancer per 25 million people, while the upper limit sought by local regulators is 25 cases per million people.<sup>2</sup>

Respiratory disease is commonly known as one of the adverse effects of particulate air pollution, and it has for years accounted for a high percentage of student absenteeism in Wilmington schools. Also, according to *The New England Journal of Medicine*, which in February published the findings of one of the largest studies ever to examine the issue, air pollution is a much bigger factor in death from heart disease or stroke than has previously been recognized - and Service Planning Area (SPA) 8, which



*A highly industrialized stretch of land between the Port and the Wilmington YMCA.*

includes Wilmington and the South Bay communities immediately surrounding it, ranks 2<sup>nd</sup> among all SPAs in cardiovascular disease mortality in adults, and ranks 2<sup>nd</sup> among all SPAs in percentage of children ages 0-17 with asthma.<sup>3</sup>

In addition, the Port contributes in a general way to an identified lack of opportunities for physical activity among the public, because it blocks access to the safe, natural amenities that usually come with residence in a Los Angeles coastal community. Things like beaches, bike paths, and open spaces to run, walk, or play are limited in Wilmington in large part due to the Port's occupancy of the coastline, and of the inland

trucking and storage facilities that support it, and SPA 8 data shows that the area ranks 2<sup>nd</sup> among all Los Angeles SPAs in public lack of physical

activity.<sup>4</sup> Like most Port communities, Wilmington is in need of opportunities for healthy activity, with 41% of its children obese, and 1 in 2 local children developing type II diabetes. As the largest mover of goods in California, the Port generates billions of dollars to help drive local and state economies. But these economies must also spend a large amount of money on healthcare for the needed treatment of conditions like asthma, cancer, birth defects, and heart disease, which all continue to rise. Between now and 2020, California will spend about \$200 billion dollars on treating the health effects of breathing polluted air caused by the goods movement industry.<sup>5</sup>

### PROJECT DESCRIPTION

In 2005, after eight years of service, the Wilmington YMCA responded to an increasing community demand for its facilities by acquiring the property formerly housing Wilmington's Seaview Medical Clinic, a 30,000 square-foot lot and 9,000 square foot building located approximately 1.5 miles from the Port. Escrow closed that summer, and plans were made to renovate the new property and building to

<sup>2</sup> "Air Quality Regulatory Agency" report cited in "Port of Los Angeles," Wikipedia: 2006. ([http://en.wikipedia.org/wiki/Port\\_of\\_Los\\_Angeles](http://en.wikipedia.org/wiki/Port_of_Los_Angeles))

<sup>3</sup> COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES. KEY INDICATORS OF PUBLIC HEALTH BY SERVICE PLANNING AREA: ACTIVITY LIMITATION, 1999/2000. <[HTTP://RHR.S.DHS.CO.LA.CA.US/HA/REPORTS/WEBSITE.PDF](http://rhrs.dhs.co.la.ca.us/ha/reports/website.pdf)>.

<sup>4</sup> COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES. KEY INDICATORS OF PUBLIC HEALTH BY SERVICE PLANNING AREA: HEALTH OUTCOMES, 1999/2000. <[HTTP://RHR.S.DHS.CO.LA.CA.US/HA/REPORTS/WEBSITE.PDF](http://rhrs.dhs.co.la.ca.us/ha/reports/website.pdf)>.

<sup>5</sup> Tom Politco, "A Message from San Pedro Bay," 2005. (<http://www.angeles.sterraclub.org/hvt/f/>)

## Exhibit A

make it a state-of-the-art wellness facility offering the full menu of acclaimed YMCA programming for Wilmington youth, individuals, and families.

Since 2005, the Wilmington YMCA has realized most of these expansion plans. With the help of notable donors including Kaiser Permanente and Valero Energy Systems, the Wilmington YMCA has added a new youth activity multipurpose room, a new "women only" exercise room, and has expanded its health and fitness center, child watch center, and locker room and changing facilities. The expansion also included the addition of a healthy living teaching kitchen, cultural dance center, and an arts and music room. Additionally, a \$10,000 grant from the Port of Los Angeles in 2006 helped fund programming related to these new expanded facilities. The final phase of the planned renovation is the proposed addition of a 75' x 50' family aquatics center with an enclosed swimming pool and adjacent changing rooms on the west wing of the new property, including the implementation of a full set of aquatics-related programs for children and families in a pool open and accessible to the entire community days and evenings, year-round. (See Attachment A: *Wilmington YMCA Floorplan*.)

The Wilmington YMCA will make use of the new pool by offering an extensive set of water-related programs in a safe, structured environment. In accordance with the mission of the Wilmington YMCA, no community member will ever be denied access to the pool due to an inability to pay for program fees, and YMCA members who come to Wilmington from anywhere in the county, state, and world will have free, full access to the pool and its programming.

The new pool and aquatics center will benefit the children and families of Wilmington and the region by enabling the Wilmington YMCA to expand its menu of programs in three main areas; (1) programs that promote healthy activity and general wellbeing; (2) programs that teach water safety, and; (3) career development programs that teach water-related job skills and provide paths toward employment in jobs around water and the ocean, and even with the Port itself.

### HEALTHY ACTIVITY AND WELLBEING

- Open Recreational Swimming- This is a healthy and safe recreational activity for families and teens, available for several hours each day and evening, seven days a week.
- Open Lap Swimming- These are dedicated for community members focused on lap swimming for exercise, enjoyment, and relaxation and available each day and evening, seven days a week.
- Collaboration with the new Wilmington Youth Sailing Center- The Wilmington YMCA has formed a collaborative relationship with the Wilmington Youth Sailing Center, which was awarded Aesthetic Mitigation Funding in 2003. The program requires that participants be certified to a certain level of swimming proficiency before they begin the sailing program. Currently, lessons are taking place at Banning High School, but sharing the pool with the high school means that space is limited, and lessons cannot be taught year-round. In this new collaboration, the YMCA will teach swimming lessons to and develop a certification program specifically for participants in the Sailing Center's programs, and these will be taught by the YMCA's proven faculty and will be offered year-round and at multiple times of day. The collaborative relationship will not only increase the safety of participating youth, but will also be a valuable form of support to another local agency seeking to mitigate the impact of Port operations.

### WATER SAFETY

- Swim Lessons- The YMCA teaches more children to swim than any other organization in the world, and this pool will offer the YMCA's acclaimed swim curricula to move children through skill development classes that teach water safety and skills all the way through leadership levels of certified lifeguards. Classes for children ages three and up will contain water and boating

## Exhibit A

safety skills, in partnership with the US Coast Guard, and fun water games, activities, and rescue skills. Swimming skills will be developmentally appropriate and progressive, and instructional flotation devices will be used for safety with young children. Classes will remain small both for safety reasons and to maximize the attention given to each student.

- Jr. Lifeguarding- The YMCA participates with the American Red Cross and their "GuardStart: Lifeguarding Tomorrow" program. This program is designed to prepare eleven to 14-year-olds for future work as lifeguards. The GuardStart program helps participants build a foundation of knowledge, attitudes, and skills necessary to be responsible lifeguards.
- American Red Cross Lifeguarding- Through this class, Wilmington youth ages 15 and older will have the opportunity to obtain certification in Community Water Safety, First Aid, CPR for the Professional Rescuer, Lifeguarding, and Water Front Lifeguarding. These programs will help Wilmington youth develop skills and experience that will be valued by colleges and future employers.
- American Red Cross Lifeguard Instructor- This program is available for youth 17 and older who wish to become certified to teach Lifeguard courses.
- Collaboration with Los Angeles County Lifeguard Association- Through this collaboration, the new aquatics center will provide teens and youth training in job skills that qualify them for future employment as lifeguards with the city and/or county. The program will also teach personal safety in and around the ocean. Participating youth will be provided transportation from the pool to lifeguard headquarters at the beach and the Port, where they will be directly engaged with County lifeguards working to educate the public about ocean safety. This collaboration is of particular importance, given that drowning is the 2<sup>nd</sup> leading cause of accidental death among children. (*U.S. Centers for Disease Control and Prevention*)
- First Aid/CPR/AED- American Red Cross first aid, CPR and AED programs are designed to instill confidence in participants in their ability to respond to emergency situations with skills that can save a life. The Wilmington YMCA will make Red Cross Preparedness programs in first aid, CPR and AED available for children, teens, and adults, and instruction can be tailored to the needs of specific groups and individuals – allowing for things like training for employees of local businesses.

### CAREER DEVELOPMENT

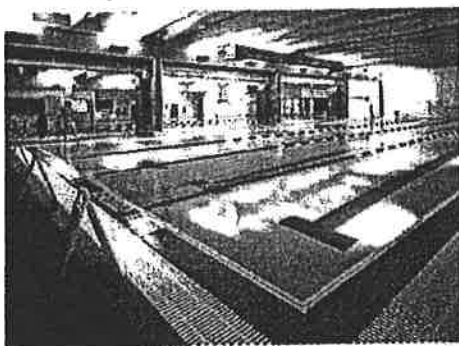
- PADI Scuba Certification- Classes will include "seal team" training, an 8-week scuba course for children ages 8-10 designed to prepare participants for Junior Certification in ocean scuba diving, as well as full scuba diving certification for adults and teens. This course lays the groundwork for the exploration of many underwater career opportunities.
- Collaboration with the National Polytechnic College of Engineering and Oceaneering –This program will provide orientation in skills leading to gainful local, regional and state employment opportunities in Wilmington and with the Port, including underwater construction diving, commercial diving, and underwater EMT. Outcomes will benefit the state in the areas of job development and career introduction.

## Exhibit A

### **YMCA IMPACT: "CONNECTION TO MITIGATING ENVIRONMENTAL, PUBLIC HEALTH, AND AESTHETIC IMPACTS OF THE PORT OF LOS ANGELES"**

The Port is making strong efforts to reduce its negative impact on the environment and public health (including measures towards things like cleaner burning vehicle operations and improved efficiency in cargo-handling) and has committed to nearly \$55 million in spending through 2008 on the Port of Los Angeles Clean Air Program to help reduce emissions. However, other measures should be taken to promote the general health of the community and to counter the Port's negative impact. Wilmington is in desperate need of community institutions that promote healthy activity and health education, and investing, partnering, and funding those institutions and their programming is a lasting way for the Port to counter its negative impact.

For nearly a decade, The Wilmington YMCA has provided access to healthy activities and lifestyles in a community with limited such options due to the space taken up by the Port and its infrastructure. In this



*The proposed YMCA family aquatics center*

proposal, the YMCA turns to the Port for funding towards the addition of an indoor, air-filtered swimming pool and aquatic center and related programming, which will make the Wilmington YMCA a state-of-the-art facility and help the YMCA further promote health, reach more people, and achieve its full potential as a leader in the mitigation of negative Port impact through the promotion and support of healthy activity and healthful lifestyles. The new facility and programming will also allow the YMCA to provide leadership training, employment opportunities, and career development for youth across the region.

The Wilmington YMCA programs are designed to teach, promote, and support the kinds of behaviors and decisions that help combat obesity (41% of children in Wilmington are overweight), cancer (the ratio of cancer cases to number of people in Wilmington is more than 80 times the number regarded as acceptable by local air pollution regulators), epidemic levels of heart disease, high cholesterol, hypertension, and the general public lack of physical activity (79% of Wilmington children do not exercise regularly) by providing:

- exercise programs and equipment for adults, families, children, and teens;
- a teaching kitchen with educational programs on nutrition, menu planning, cooking, and the importance of healthful lifestyles; and
- a full regiment of tailored and staff-supported Healthy Lifestyle exercise and nutrition programs that are reaching their goal of 70% member adherence (as compared to a national average of only 18% adherence to exercise and diet regiments).

Existing programs promote cardiovascular and systemic health, thereby helping to mitigate air-pollution related respiratory disease, and the Wilmington YMCA also provides free community health screenings for respiratory ailments and facilitates community compliance with asthma management plans by serving as the link between local physicians and patients.

Completing the Wilmington YMCA swimming pool and aquatics center plan outlined below will enable the Wilmington YMCA to further combat local health challenges and the general lack of community physical activity by opening access to a full menu of swimming and other aquatic activities. Opportunities will include:

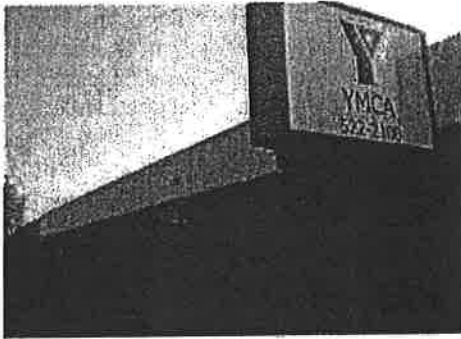
- water-based exercise programs at varied levels of proficiency;
- year-round family swimming lessons, water safety, lap swimming, and recreational swim; and,
- certified lifeguards at all times.

## Exhibit A

Finally, the Port's support of the completion of the Wilmington YMCA's facility renovation will complete the Wilmington YMCA as a beautiful, safe location for adults, children, and families to come for a broad range of healthy community activities on an attractive property of which the entire community can feel proud.

### REGIONAL AND STATEWIDE BENEFIT

The advanced leadership and career development programs outlined above and in partnerships with the Los Angeles County Lifeguard Association, the National Polytechnic College of Engineering and Oceanaring, the Wilmington Youth Sailing Center, and the American Red Cross are focused on bringing the benefit of the new facility to youth who reside across the region and the state directly in the areas of job development and career introduction.



In addition, the YMCA's collaborative relationships with area schools and community centers, along with its ongoing and proven outreach efforts, will also ensure the new Aquatics Center will be used on a regular basis by families, individuals, and youth who reside across Wilmington and the entire region. Additionally, since membership at any YMCA in the state of California brings with it access to all other YMCA facilities, the Wilmington YMCA and its new Aquatics Center will be accessible to the more than 250,000 families, individuals, and children who are registered YMCA members in California.

### SUMMARY: CONNECTION TO MITIGATING ENVIRONMENTAL, PUBLIC HEALTH, AND AESTHETIC IMPACTS OF THE PORT OF LOS ANGELES AS SPECIFIC TO THE NEEDS

#### Response to Public Health Needs-

The new, state-of-the-art Wilmington YMCA Aquatic Center will mitigate Port impact on the Public Health by teaching, promoting, and supporting the kinds of behaviors and decisions that help combat obesity, cancer, heart disease, high cholesterol, hypertension, and the general public lack of physical activity – all of which are outcomes of Port occupation and activities to varying degrees. The YMCA has a long history of accomplishing this through readily available exercise programs and equipment, an educational teaching kitchen, and a full regiment of tailored and staff-supported Healthy Lifestyle exercise and nutrition programs.

#### Response to Aesthetics Needs-

The new, state-of-the-art Wilmington YMCA will mitigate Port impact on Community Aesthetics by maintaining an attractive property while serving as a symbol of health of which the entire community can feel proud, thereby reducing the impact of aesthetic aspects of Port occupation like industrialized zones, storage, and trucking.

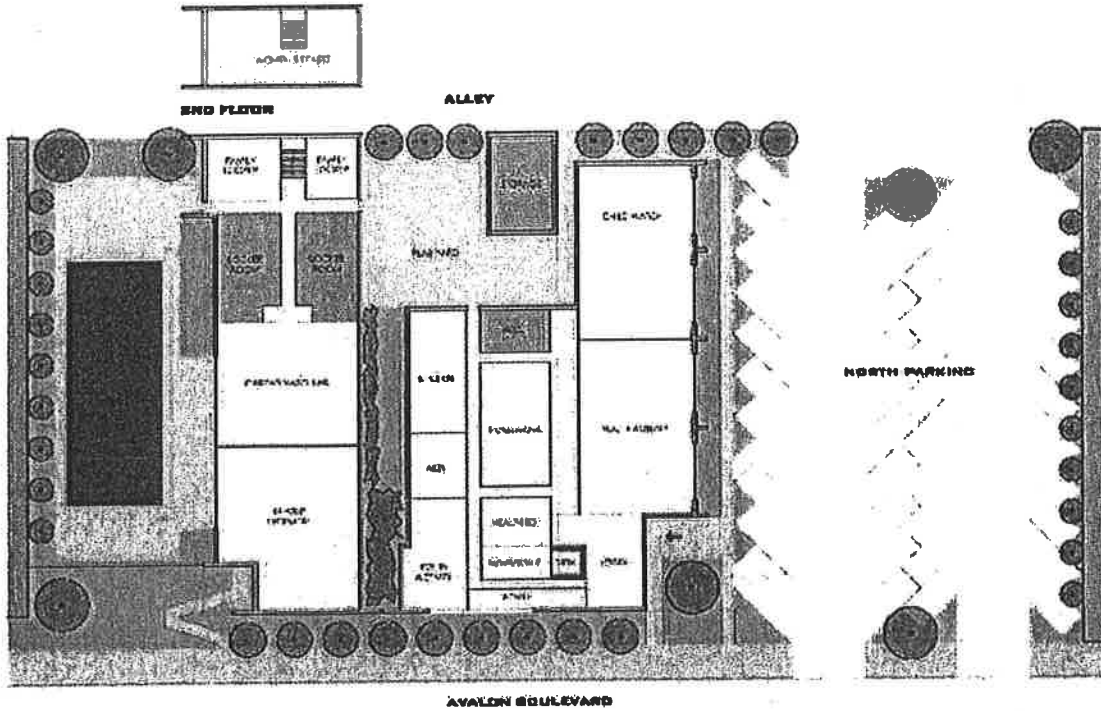
#### Response to Environmental Needs-

Because the mission of the YMCA does not include directly effecting environmental progress, mitigation of those aspects of Port impact that effect the environment are most relevant via their effects on public health through air pollution and the lack of public, open spaces that result from Port occupation.

Exhibit A

**ATTACHMENT A: *Wilmington YMCA Floorplan***

**Wilmington YMCA  
Proposal for Aesthetic Mitigation Funding**



**ACCORSI**  
ARCHITECTS



**YMCA WILMINGTON**  
1917 BLDG

# AS-NEEDED/ON-CALL SERVICES

## MONTHLY SUBCONTRACTOR MONITORING REPORT

Blue Cells - Enter \$ Amounts

Please indicate the subcontractant participation levels achieved for the period of:

Contract No.	Contract Administrator				
Consultant Name	Contract Title/Project				
Contract Amount	Start Date				
	End Date				
	Division				
	Group				
Consultant Amount Committed to-date	MBE	WBE	OBE	SBE	DVBE
	\$	\$	\$	\$	\$
	0.00%	0.00%	0.00%	0.00%	0.00%
Consultant Amount Invoiced to-date	MBE	WBE	OBE	SBE	DVBE
	\$	\$	\$	\$	\$
	0.00%	0.00%	0.00%	0.00%	0.00%

	Subcontractant Name	Type of Work Performed	PD#	Group (MBE/WBE/OBE /SBE/DVBE)	PROPOSED		ACTUALS	
					Committed Amount	Committed Percent	Amount Invoiced to Date	Percent Invoice to-date
1						#DIV/0!		0.00%
2						#DIV/0!		0.00%
3						#DIV/0!		0.00%
4						#DIV/0!		0.00%
5						#DIV/0!		0.00%
6						#DIV/0!		0.00%
7						#DIV/0!		0.00%
8						#DIV/0!		0.00%
9						#DIV/0!		0.00%
10						#DIV/0!		0.00%
11						#DIV/0!		0.00%
12						#DIV/0!		0.00%
13						#DIV/0!		0.00%
14						#DIV/0!		0.00%
15						#DIV/0!		0.00%
16						#DIV/0!		0.00%
17						#DIV/0!		0.00%
<b>TOTALS</b>					\$0.00	#DIV/0!	\$0.00	0.00%

Group = MBE/WBE/OBE/SBE/DVBE

Committed Amount = Amount authorized by PD's

Committed Percent = % sub commitment of Prime commitment

Percent invoiced to-date = % invoiced of sub committed amount

## EXHIBIT C

### 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 D - 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.

## EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- 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

## EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS

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;

## EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS

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 E – 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.

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

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

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

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

# AFFIDAVIT OF COMPANY STATUS

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

Young Men's Christian Association of Metropolitan Los Angeles  
Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company:  SBE  VSBE  MBE  WBE  DVBE  OBE

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

Signature Dan Cooper  
Printed Name Dan Cooper

Title EVP/CFO  
Date Signed 6/17/13

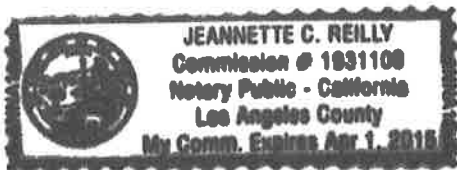
## NOTARY

On this 17th day of June, 2013, before me appeared Danielle Cooper to me personally known, who being duly sworn, did execute the

foregoing affidavit, and did state that he/she was properly authorized by Young Men's Christian Association Name of Firm of Metropolitan Los Angeles to execute the affidavit and did so as his or he free act and deed.

SEAL

Notary Public Jeannette C. Reilly  
Commission Expires Apr. 1, 2015



# CONTRACTOR DESCRIPTION FORM

## PRIME CONTRACTOR

Contract #: \_\_\_\_\_ Award Date: \_\_\_\_\_ Contract Term: \_\_\_\_\_  
Contract Title: Port of Los Angeles, Wilmington Pool  
Business Name: YMCA OF METROPOLITAN LOS ANGELES  
Owner's Ethnicity: White Gender: Male Group: SBE VSBE MBE WBE DVBE **OBE**  
*(Check all that apply)*  
Primary NAICS Code: 8641 Average Three Year Gross Revenue: \$81.6 million  
Address: 625 South New Hampshire Avenue  
City/State/Zip Code: Los Angeles, California 90005-1342  
Telephone: (213) 351-2000 Facsimile (213) 351-9720  
Contact Person/Title: Mr. Alan Hostrup, President & CEO  
Email Address: AlanHostrup@ymcala.org

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender: \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
*(Check all that apply)*  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender: \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
*(Check all that apply)*  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## EXHIBIT F

### 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.