

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
PROMOTE L.A. TRADE – IAPH 2013

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 PROMOTE L.A. TRADE – IAPH 2013, a California corporation, 425 S. Palos Verdes Street, San Pedro, California 90731 (“Consultant”).

WHEREAS, the City of Los Angeles Harbor Department (“Department”) has been selected to host the International Association of Ports and Harbors (“IAPH”) 28th World Ports Conference (“Conference”) in May, 2013, which will showcase business and trade opportunities existing in the City and at the Port of Los Angeles; and

WHEREAS, the Conference is expected to bring to the City approximately 500 delegates and 1,000 total visitors from around the world; and

WHEREAS, the Department is responsible for all relevant coordination of the Conference including obtaining venues, hotel accommodations and speaker engagements, managing registrations, securing exhibitors and sponsorships, providing transportation, coordinating visitor excursions, arranging meal plans and providing translation and program support services; and

WHEREAS, City, acting by and through its Board, created Consultant, a California nonprofit public benefit corporation to be responsible for and oversee the production, management and hosting of the Conference; and

WHEREAS, Consultant requires initial funding from the Department in order to begin operation prior to the collection of registration, sponsorships and exhibit fees, at which time Consultant will be able to generate funds independently; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions for the Department to provide funds to the Consultant and for Consultant to reimburse the Department for those funds upon completion of the Conference;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant hereby agrees to render on behalf of City the duties and services necessary for the production, management and hosting of the International Association

of Ports and Harbors 2013 Conference, including but not limited to the services set forth in Exhibit A ("Services"). Expenditures for services shown in Exhibit A are estimates and Consultant may make reasonable deviations above or below these amounts so long as total expenditures do not exceed the funding provided herein, unless a written amendment is approved by the parties.

The parties agree that the Consultant will utilize City contracting procedures and contracting terms for service provider selection and contracting, where applicable.

II. 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.

III. FUNDING PROVIDED BY DEPARTMENT

The Department shall provide funding in an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) to Consultant for the purpose of acquiring goods and services as necessary for the production, management and hosting of the Conference.

Payment of funds to Consultant will be made in the following timeframe:

FY 2011/2012:	\$150,000
FY 2012/2013:	\$200,000

Provided, however, that during each fiscal year referenced above, the City may, at its sole discretion, make multiple payments over time, which total payments shall not exceed the maximum funding amount for that fiscal year.

The parties agree that in the event Consultant begins to generate revenue prior to the time the Department has provided all of the funds indicated above, the Department may, at its sole discretion, discontinue providing funds to Consultant, so long as the Consultant's revenue generation is sufficient to maintain its operational requirements.

IV. REPORTING BY CONSULTANT

On at least a quarterly basis, Consultant shall submit to City a written report evidencing how the funds provided under this Agreement have been utilized for the preceding three month period. Consultant shall include with the reports appropriate supporting documents, which may include contracts, receipts, invoices and other proof of payments made by Consultant to third parties.

V. REIMBURSEMENT OF FUNDS

Consultant shall reimburse the Department for the funds provided under this Agreement, provided however, that the source and amount of reimbursement shall be limited to the funds Consultant has remaining after compensating all vendors, service providers and payment of all other debts outstanding upon completion of the Conference. In no event shall the amount of reimbursement exceed the amount provided by the City to Consultant pursuant to this Agreement.

The parties agree that the reimbursement of funds to the City shall be made in accordance with Consultant's articles of incorporation and bylaws, as well as applicable local, state and federal laws.

VI. RECORDKEEPING AND AUDIT RIGHTS

Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed in hosting the Conference in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying by City, its auditors or other authorized representatives. 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.

VII. 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.

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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

PROMOTE L.A. TRADE – IAPH 2013

Dated: 1-26-12

By [Signature]

TERESA ADAMS LOPEZ, CHAIRMAN
(Print/type name and title)

Attest [Signature]

ARLEY BAKER, SECRETARY
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

January 31, 2012
CARMEN A. TRUTANICH, City Attorney
Thomas A. Russell, General Counsel

By [Signature]
Heather M. McCloskey, Deputy

Account #	<u>52030</u>	W.O. #	_____
Ctr/Div #	<u>220</u>	Job Fac. #	_____
Proj/Prog #	<u>625</u>		
Budget FY:		Amount:	
<u>11-12</u>		<u>150,000</u>	
<u>12-13</u>		<u>200,000</u>	
TOTAL			

For Acct/Budget Div. Use Only:

Verified by: [Signature]

Verified Funds Available: [Signature]

Date Approved: 1/30/12

Exhibit A

Services and activities to be provided by Promote Trade L.A. – IAPH 2013 for the IAPH 2013 Conference in Los Angeles, California

The City of Los Angeles Harbor Department (“Department”) will be hosting the IAPH 2013 Conference at the J.W. Marriott at L.A. Live from May 6 – 10, 2013.

On behalf of the Department, Promote Trade L.A. – IAPH 2013 (“Consultant”) will perform the following duties and obtain the following services for the production, management and hosting of the Conference.

The duties of Consultant shall include but not be limited to:

- Establish a budget and oversee revenues and expenditures
- Secure sponsorships
- Secure exhibitors
- Advertise the event to secure delegates
- Set up an online registration and payment process
- Develop an agenda and secure presenters
- Develop menus for Conference meals
- Develop evening activities, including transportation
- Establish seating arrangements for all sessions and meals
- Develop a plan for an exhibit hall
- Develop tours and events for accompanying guests
- Develop a transportation plan for events
- Provide registration and general staffing for the event
- Secure all logistics for the event – including audio/visual, translation and staging

The following services shall be obtained by Consultant, including but not limited to:

Services	Estimated Expenditure
Accounting	\$72,000
Convention Planning	\$300,000
Web Design	\$75,000
Hotel, Conference and Exhibit Space	\$180,000
Conference Speakers	\$40,000