

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND THE CITY OF LONG BEACH**

**ESTABLISHING COSTS TO BE SHARED
UNDER THE CLEAN AIR ACTION PLAN**

**TETRA TECH, INC. SERVICES
FOR CAAP FEASIBILITY STUDIES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners ("Port of Los Angeles" or "POLA"), and the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners ("Port of Long Beach" or "POLB"). The Port of Los Angeles and the Port of Long Beach are sometimes referred to individually as a "Port" and collectively as the "Ports."

WHEREAS, the Cities of Los Angeles and Long Beach (Cities), acting by their respective Boards of Harbor Commissioners ("Boards") have entered into Los Angeles Agreement No. 2546/ Long Beach Agreement No. HD-7173 ("Master Cost Sharing Agreement") expressing their desire to share the costs of certain contracts related to the San Pedro Bay Ports Clean Air Action Plan (CAAP); and

WHEREAS, the Boards adopted the CAAP 2017 Update, which includes among key strategies, implementing feasible new technologies with goals to transition the marine freight industry to a zero-emissions future, consistent with the joint resolution of the Cities' mayors; and

WHEREAS, the Ports have agreed to develop feasibility studies (CAAP feasibility studies) of new and emerging technologies with reduced emissions in marine freight operations, to help the Ports and CAAP stakeholders to evaluate the status of such technologies and supporting infrastructure that will be needed to achieve the CAAP goals, as outlined in <http://www.cleanairactionplan.org/documents/feasibility-assessment-framework.pdf>; and

WHEREAS, the Ports are interested in sharing the cost of a consultant agreement with TETRA TECH, INC., a California corporation (Tetra Tech), jointly selected from a competitive process, to assist with the preparation of CAAP feasibility studies.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1. Consultant Agreement

The Port of Los Angeles has entered into POLA Agreement No. 17-3473 (Consultant Agreement) with Tetra Tech ("Consultant"), to provide as-needed technical support services for air quality programs, including Project Directive No. 10 – Feasibility Assessments for 2017 Clean Air Action Plan. A copy of Project Directive No. 10 is attached hereto as Exhibit A ("PD No. 10").

Section 2. Cost of the Consultant Agreement and Reimbursement Amount

The total cost of the services provided under PD No. 10 shall not exceed \$424,000. The share of each Port shall be 50% of the total cost, or \$212,000. POLA shall be the contract administrator and pay Consultant the total cost of the amount actually billed by Consultant for the services in PD No. 10 on an ongoing monthly basis, not to exceed a total of \$424,000. POLB shall reimburse POLA for its 50% share of all amounts paid to Consultant on an ongoing monthly basis, as provided in section 5.

Section 3. Term of this Agreement

The term of this Agreement shall commence on the date last signed by the Executive Directors of the Ports, and terminate on the third anniversary date thereof. The Agreement may be terminated earlier by either party as provided for in this Agreement.

Section 4. Responsibility for Administration of the Consultant Agreement

A. For the purpose of this Agreement, the operative scope of work, schedule and compensation for the Consultant's work on the CAAP feasibility studies are set forth in PD No. 10, and subject to the general contract terms of the Consultant Agreement.

B. Contract administration for the Consultant Agreement and PD No. 10 shall be the responsibility of POLA. However, the Ports agree to meet in good faith to discuss progress and to resolve any disputes that may arise as to the quality or quantity of the work or questions regarding other contract terms. All task work product shall be jointly reviewed and approved by both Ports for release prior to release of data, drafts or final versions of the feasibility studies to third parties or the public.

C. If the Ports cannot resolve a given dispute, then the dispute shall be resolved by the Executive Directors of the Ports, who shall meet and confer. If they cannot reach agreement, then either Port may withdraw from participation in the sharing of costs under this Agreement upon ten days prior written notice to the other Port and shall be liable only for its share of costs accrued through the effective date of such withdrawal.

D. The Consultant Agreement contains provisions that require the Consultant

to perform the tasks of the PD No. 10 in accordance with the direction of the POLA Director of Environmental Management, who shall notify the Consultant to cease services on the tasks of PD No. 10, in event of early termination of this Agreement. However, POLA shall be responsible for the payment to the Consultant for work performed before termination of PD No. 10, and POLB shall be responsible for reimbursement of its share of the costs for such work pursuant to Section 5 below. The Consultant Agreement requires that the Consultant deliver to POLA all work product and work-in-progress prepared prior to an early termination. All such received work product shall be shared with, or delivered by Consultant directly to, the POLB.

Section 5. Reimbursement of Monies Between Ports

A. It shall be the responsibility of the POLA to pay all monies due the Consultant under the terms of the Consultant Agreement. POLB agrees to reimburse POLA its 50% share of the contracting costs actually paid to the Consultant on an ongoing monthly basis, not to exceed a total of Two Hundred Twelve Thousand Dollars (\$212,000), upon receipt of a billing statement or invoice from the POLA and as soon as, in the ordinary course of POLB business, the same may be approved, audited and paid.

B. The POLA shall not be entitled to reimbursement for the cost of any additional or different work other than described in the attached PD No. 10 unless (1) the Ports have executed an amendment to this Agreement approved by their Boards or (2) Executive Directors of both Ports have given written approval of minor revisions or additions to the scope of PD No. 10 without increases in costs.

C. Both Ports agree that all Consultant requests for changes to work or costs shall be directed to both POLA and POLB, and both Ports shall confirm in writing whether such changes to work or costs is approved through one of the two procedures above in Section 5(B).

Section 6. Rights and Obligations

A. Ownership of Data and Records. Both Ports agree that all records, exhibits, work product and all related data collected or reproduced by the Consultant ("data and records"), for which the costs are shared pursuant to this Agreement, are to be the joint property of the Ports.

B. Notices. Any notices to be given under or pursuant to this Agreement shall be served by mail or by personal delivery. When so given, such notice shall be effective two calendar days after the date of mailing or upon personal delivery, if not mailed. For the purpose hereof, unless otherwise provided in writing by the parties hereto, the address of the Port of Long Beach and the proper person to receive any such notice on its behalf is the Executive Director, Port of Long Beach, P.O. Box 570,

Long Beach, California 90802. For the Port of Los Angeles, the proper person to receive notices on its behalf is the Executive Director, Port of Los Angeles, P.O. Box 151, San Pedro, California 90733.

C. Termination. Either Port shall have the right to terminate this Agreement upon ten calendar days written notice to the other Port provided, however, such termination shall not affect the respective obligations of the Ports for any reimbursement due to the Consultant (or any reimbursement due from the Port of Long Beach to the Port of Los Angeles) accrued through the effective date of termination. If termination of this Agreement occurs, the Port of Los Angeles agrees to promptly notify the Consultant of any change in the scope of work or specific work tasks that may result from such termination, and to request delivery of work product performed to date.

D. Both Ports pledge to cooperate with each other and the Consultant to complete the work of this Agreement and the Consultant Agreement. Both Ports agree that each will absorb its respective staff costs necessary to implement and meet the obligations of this Agreement and the Consultant Agreement.

Section 7. Amendments

The terms of this Agreement shall be amended only in writing and signed by both parties.

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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
HARBOR DEPARTMENT, acting by
and through its Board of Harbor
Commissioners

Date: _____, 2018

By: _____
Eugene D. Seroka
Executive Director

Attest:

Amber Klesges
Board Secretary

APPROVED AS TO FORM AND LEGALITY
September 12, 2018
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By: Joy M. Crose
Joy M. Crose, Asst. General Counsel

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

Date: 10/16, 2018

By: Mario Cordero
Mario Cordero
Executive Director
Long Beach Harbor Department

APPROVED AS TO FORM
CHARLES PARKIN, City Attorney

By: David R. Albers
David R. Albers, Deputy City Attorney

Date: October 10, 2018



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor
Commissioners

Ambassador Vilma S. Martinez
President

David Arián
Vice President

Lucia Moreno-Linares

Anthony Prozzi, Jr.

Edward R. Renwick

Eugene D. Seroka

Executive Director

March 14, 2018

Eddy Huang, Ph.D.
Tetra Tech, Inc.
3475 E. Foothill Blvd
Pasadena, CA 91107

Dear Dr. Huang:

**SUBJECT: NOTICE TO PROCEED
AGREEMENT 17-3473 – PROJECT DIRECTIVE NO. 10
FEASIBILITY ASSESSMENTS FOR 2017 CLEAN AIR ACTION PLAN**

In accordance with Agreement 17-3473, you are hereby notified to commence performance on Project Directive #10 effective March 13, 2018.

If you have any questions regarding this work assignment, please contact Teresa Pisano at (310) 732-3057 or via email at tpisano@portla.org.

Sincerely,

CHRISTOPHER CANNON
Director of Environmental Management

CC:LW:GD:jh
APP No: 150312-506 A

Attachment

cc: Teresa Pisano, City of Los Angeles, Harbor Dept., Env. Mgmt. Div. (via email)
Tim DeMoss, City of Los Angeles, Harbor Dept., Env. Mgmt. Div. (via email)
Lisa Wunder, City of Los Angeles, Harbor Dept., Env. Mgmt. Div. (via email)

EXHIBIT A



Port of Los Angeles
Environmental Management
425 South Palms Verdes Street
San Pedro, CA 90733-0151

03/08/2018

Project Directive #10

Tetra Tech, Inc.
Agreement 17-3473
PM: Teresa Pisano

TPJ
uw

Title: Feasibility Assessments for 2017 Clean Air Action Plan
Work Order: 78162 - Clean Air Action Plan Implementation
Job# 637-00 Account# 54260 Center# 0330 Program# 000 APP: 150312-506 A

Project Description:

Tetra Tech with assistance from its sub-consultant, Gladstein, Neandross & Associates (GNA), will prepare the Feasibility Assessments that the Port of Los Angeles and the Port of Long Beach (Ports) committed to preparing in the 2017 Clean Air Action Plan Update (CAAP Update). Feasibility Assessments will be prepared for heavy-duty drayage trucks and cargo-handling equipment. Both Tetra Tech and GNA have a long history of advanced technology vehicle evaluations, deployments, and policy assessments in the heavy-duty drayage truck and cargo-handling equipment market. The project costs for the two feasibility studies will be shared equally with the Port of Long Beach. Port of Los Angeles will pay the entire cost of \$424,000 up front and will be reimbursed 50% or \$212,000 through a cost sharing MOU with POLB.

EMD selected the Tetra Tech team through a competitive selection process among the as-needed air consultants at both Ports. They were selected due to their experience in the field and history of collaboration with Port stakeholders. The Scope of Work was reviewed in detail by staff and negotiated with the consultants in order to avoid increased costs and unnecessary tasks. The estimated costs are reasonable and consistent with the schedule provided by Port staff. The billing rates were negotiated and found to be acceptable during the initial as-needed request for proposals process. See attached Scope of Work for detail, schedule, and cost estimate.

Subconsultant Information:

SBE/ OBE Gladstein, Neandross & Associates \$295,500 69.7%

Authority Amount:	\$424,000.00	Task Leader:	Eddy Huang
Completion Date:	01/31/2019	Telephone#	(626)470-2417
Agmt Amt: \$2,000,000	Committed: \$1,110,802	Uncommitted:	\$889,198

X *Michael DeB...*
Approved, Executive Director
Los Angeles Harbor Department

X *Eddy Huang*
Approved, Principal-in-Charge
Tetra Tech, Inc.

Date: 3/13/18

Date: 3/18/18



3475 E. Foothill Blvd.
Pasadena, CA 91107
Telephone: (626) 470-2417
Fax: (626) 470-2617

March 2, 2018

Ms. Teresa Pisano
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731

RE: Agreement #17-3473, PD #10 (Feasibility Assessments for the Clean Air Action Plan)

Dear Teresa:

The Tetra Tech team is pleased to submit our scope of work and cost estimate in support of Feasibility Assessments for the Clean Air Action Plan. Having supported the Ports for the past ten years in various aspects of the current Clean Air Action Plan, our team members are well versed in the challenges the Ports face as they embark on the next phase of the Clean Air Action Plan and its Clean Truck Program component. Leveraging that experience, Tetra Tech team has been providing focused technical expertise in alternative fuels and advanced low-/zero-emission transportation technologies for a wide array of government agencies (federal, state and local), original equipment manufacturers, and major fleets across America.

Scope of Work

Based on RFI requirements, there are two tasks for the Feasibility Assessments: Task 1: Feasibility Assessment for On-road Class 8 Drayage Trucks, and Task 2: Feasibility Assessment for Cargo-Handling Equipment. For each of the respective assessments for trucks and cargo-handling equipment, Tetra Tech team will research and write reports evaluating the technological readiness of various technologies, infrastructure readiness, economic considerations, and operational considerations.

- **Research and Information Gathering:** Tetra Tech team will identify, compile, and synthesize existing reports, supplementing with additional research where needed. The Ports will provide information about infrastructure readiness, cost estimates, and Port demonstration projects. The Ports can also provide information about current truck and terminal equipment fleets. This task may require interviews with Ports personnel, technology developers, regulatory agencies, technical experts, and terminal operators.
- **Report Writing:** Tetra Tech team will produce two draft reports of the assessment for Ports review and for QA/QC. Tetra Tech team will also produce a fully formatted and graphically ready final assessment report.
- **Stakeholder Engagement:** The Tetra Tech team will provide one general stakeholder presentation material prepared and the Ports will adjust the presentation themselves as necessary when meeting with the various Stakeholders. Tetra Tech staff will attend a maximum of 5 stakeholder

meetings as the Ports' Feasibility Study Representative. Additionally, the Feasibility Assessment framework requires that a draft assessment be released for public comment. Our team has expectation that public comments would need to be reviewed and integrated into one draft version before the document can be finalized.

Cost Estimate

Based on these assumptions, Tetra Tech team proposes to perform Feasibility Assessments on a Time and Materials basis. The total cost is \$424,000 and will be shared 50/50 by two ports. The cost breakdown for each task is listed below:

Task 1: Feasibility Assessment for On-road Class 8 Drayage Trucks - \$212,000

Task 2: Feasibility Assessment for Cargo-Handling Equipment - \$212,000

Work would be completed in January 2019 with the delivery of a fully formatted, graphically ready final assessment report.

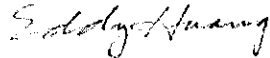
Schedule: February 2018 to January 2019

Estimated Cost: \$424,000

SBE Cost: \$295,500

The estimated budget for the above services for both Ports will be \$424,000 (including 70% SBE). If you have any question regarding this proposal, please feel free to contact me at (626) 470-2417.

Sincerely,



Eddy Huang, Ph.D.

Air Quality Director