

AGREEMENT NO. _____

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
WILMINGTON YOUTH SAILING CENTER

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 WILMINGTON YOUTH SAILING CENTER ("WYSC"), a California 501(c)(3) Corporation and located at Berth 203, #9, Wilmington, CA 90744 ("Operator").

WHEREAS, the City entered into an Amended Stipulated Judgment in Natural Resources Defense Council, Inc., et al. v. City of Los Angeles, et al. (BC070017) which, among other things, provided for an aesthetic mitigation fund;

WHEREAS, the Wilmington Youth Sailing Center's project was selected to receive funds from the aesthetic mitigation fund;

WHEREAS, Operator, by virtue of training and experience, is well qualified to provide such services to City;

WHEREAS, City requires professional, expert and technical services of Operator on a temporary or occasional basis to assist the City in operation and management of the Wilmington Youth Sailing Center program ("Program") and maintenance of eight (8) boat slips and 5,960 square feet of paved land identified as Lot #100, located at Berth 204, as depicted on Exhibit A ("Premises") with a permanent location to be determined;

WHEREAS, the City has determined in accordance with the Los Angeles City Charter Section 1022, it is more feasible for an independent contractor to operate, manage, and maintain the Program and Premises than City employees;

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY OPERATOR

A. Operator 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 B** ("Scope of Work") and **Exhibit C**.

B. Operator's performance under this Agreement shall at all times be subordinate to City's use, control, and access to Premises. City shall have the sole and exclusive power to authorize business activities, as well as the right to make changes or improvements to Premises.

C. Use of the Premises by the Operator shall be consistent with the terms and conditions of this Agreement and Exhibits. All rights not specifically granted to Operator by this Agreement are reserved to the City.

D. Operator, 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 Operator, Operator 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.

E. Operator acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Operator 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.

F. 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 Operator or third-parties with whom Operator has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Operator or Subconsultants, are and shall be the responsibility of Operator. Operator 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 Operator alone. Upon Executive Director's written request, Operator shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

G. This Agreement is subject to each and every of the rates, terms and conditions of Tariff No. 4. of Harbor Department as it now exists or may be amended or superseded ("Tariff"). Except as otherwise set forth in this Agreement, Operator is contractually bound by all Tariff rates, terms and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Agreement and a Tariff provision. In the event of such conflict, this Agreement shall at all times prevail. Tariff is available on the Internet at www.portoflosangeles.org under the Finance tab.

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Operator, upon its request, all documents and papers in possession of City which may lawfully be supplied to Operator 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 Operator 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 XI (Termination) hereof.

C. Operator 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 Operator at the sole reasonable discretion of Executive Director, specifying conditions Operator must satisfy in connection with such access. Operator acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Operator shall be consistent with any such occupancy or use.

III. NO POSSESSORY INTEREST

No possessory interest in any part of the Premises is conveyed or accrues under this Agreement and Operator acknowledges same. Ownership of the Premises, including the real property, submerged property, buildings, facilities, dock improvements, fixtures, equipment, office furniture, and other property constituting the Premises shall remain with the City. Accordingly, City and Operator agree that nothing in this Agreement shall entitle Operator to file any claim, lien or notice against any real property owned by City. Operator waives any right it may now or hereafter have to record a lis pendens against the Premises property if a dispute arises under this Agreement.

IV. EFFECTIVE DATE AND TERM OF AGREEMENT

A. This Agreement shall become effective upon execution by Executive Director, subject to approval by the Board and City Council of Los Angeles pursuant to Charter Section 606 ("Effective Date").

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. Nine (9) 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 Operator thirty (30) days' notice in writing of its election to cancel and terminate this Agreement. Such termination shall not relieve the parties of liability for any obligation previously incurred.

V. 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.

In compliance with the amended Stipulated Judgment in Natural Resources Defense Council, Inc., et al. v. City of Los Angeles, et al. (BC070017), on March 16, 2006, the Harbor Board of Commissioners designated \$3,100,000 in community aesthetic mitigations funds for the Wilmington Youth Sailing Center.

VI. COMPENSATION AND PAYMENT

A. Pursuant to the Community Aesthetic Mitigation Fund provisions of the Amended Stipulated Judgment in Natural Resources Defense Council, Inc., et al. v. City of Los Angeles, et al. (BC070017), in accordance with Article 1, Chapter 4, Section 5.47 of the City of Los Angeles Administrative Code, and as compensation for satisfactory performance of the services required by this Agreement, City shall pay Operator Five Hundred Thousand Dollars (\$500,000) according to the following:

\$50,000 within 30 days of City Council approval and execution of this Agreement. \$50,000 annually thereafter upon submission and approval of the Annual Report in accordance with

Section 8, **Exhibit B**. Payment shall increase to \$100,000 when annual payment falls upon the year Operator occupies a permanent location until \$500,000 is exhausted.

B. The maximum payable under this Agreement shall be Five Hundred Thousand Dollars \$500,000. Both parties understand that the Program is expected to continue even after exhaustion of \$500,000 in funds. Operator is expected to raise sufficient funds to continue operating the programs and activities described in **Exhibit B**.

C. All funds contributed by City shall be used exclusively for operation of the youth facility, program and activities described in **Exhibit B**. No part of such contributions by the City shall be expended for any other purpose.

D. City may withhold any scheduled payment if Operator fails to timely submit any required reports, including the Annual Report as described in Section 8, **Exhibit B**.

VII. RECORDKEEPING AND AUDIT RIGHTS

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

VIII. INDEPENDENT CONTRACTOR

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

IX. 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 E**.

X. 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, Operator 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 Operator'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 Operator 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 Operator's insurance documents. Operator'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 Operator's behalf.

C. General Liability Insurance

Operator 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 Operator'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 Operator. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Operator'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

If and when applicable, Operator 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 Operator'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. Operator shall notify the Harbor Department within 10 business days of procuring said insurance. 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

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

F. Ocean Marine Liability

If and when applicable, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Consultant's operations. Operator shall notify the Harbor Department within 10 business days of procuring said insurance. The cost of the insurance shall be borne by Consultant. The coverage shall be written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.
- (iii) Ship repairers legal liability to cover loss, damage or expenses to any property temporarily in the Consultant's care, custody or control.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall also contain an additional insured endorsement (CG 2010 or equivalent) naming the City

of Los Angeles Harbor Department, its officers, agents, and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

G. Carrier Requirements

All insurance which Operator 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 Operator.

J. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Operator 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 Operator 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 Operator.

K. Right to Self-Insure

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

1. Operator has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Operator must have a formal resolution of its board of directors authorizing self-insurance.
2. Operator 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. Operator agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

4. Operator agrees that any insurance carried by Department is excess of Operator's self-insurance and will not contribute to it.
5. Operator provides the name and address of its claims administrator.
6. Operator 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. Operator 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. Operator has complied with all laws pertaining to self-insurance.

L. Accident Reports

Operator 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 Operator'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 Operator, its officers or managing agents.

XI. 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 Operator ten (30) 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.

XII. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Operator 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. Operator 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 Operator may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Operator utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Operator 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.

XIII. AFFIRMATIVE ACTION

The Operator, 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 F**.

XIV. 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. Operator 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 G**.

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. Operator 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, Operator 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>.

XV. 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.

XVI. COMPLIANCE WITH APPLICABLE LAWS

Operator 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.

XVII. 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.

XVIII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Operator 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 Operator in the performance of this Agreement.

XIX. PROPRIETARY INFORMATION [Note to Operator: If there are materials that already exist, Operator may provide the Port with a list and examples of those particular materials and we can exclude those from this provision. Any other materials developed for the purpose of the WYSAC with Port funds will be subject to this provision.]

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. Operator 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. Operator 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 Operator 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 Operator'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 Operator, 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 Operator, 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, Operator, 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 Operator, 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.

XX. 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 Operator relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Operator 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, Operator is required to safeguard such information from access by unauthorized personnel.

XXI. NOTICES

In all cases where written notice is required or permitted under this Agreement, it shall be personally delivered or mailed, United States mail first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the Parties set forth below. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in first class mail. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notices shall be addressed as set forth below.

To the City: Harbor Department, City of Los Angeles
P.O. Box 151
San Pedro, CA 90731
Attn: Director of Real Estate

With Copy to: Harbor Department, City of Los Angeles
P.O. Box 151
San Pedro, CA 90731
Attn: General Counsel

To the Operator: Wilmington Youth Sailing Center
Berth 203, #9
Wilmington, CA 90744
Attn: Donna Ethington, Secretary/Treasurer – WYSAC Board of Directors

XXII. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all Operators and suppliers of materials and supplies provide a TIN to the party that pays them. Operator declares that its authorized TIN is 45-2842151. No payments will be made under this Agreement without a valid TIN.

XXIII. 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. Operator 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.

XXIV. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

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

The Operator 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 Operator 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 Operator or Subconsultant will maintain such compliance throughout the term of this Agreement.

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

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

The Operator, 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, Operator is required to provide and update certain information to the City as specified by law. Any Operator 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 Operator 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 Operator 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.

Operator, 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.

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

XXVIII. 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.**

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

[Signature page to follow]

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: _____, 2017

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Secretary

WILMINGTON YOUTH SAILING CENTER

Dated: 26 January, 2017

By [Signature]
Robert P McKay President
(Print/type name and title)

Attest [Signature]
DONNA J ETHINGTON / SECRETARY
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

_____, 2017
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
MINAH PARK, Deputy City Attorney

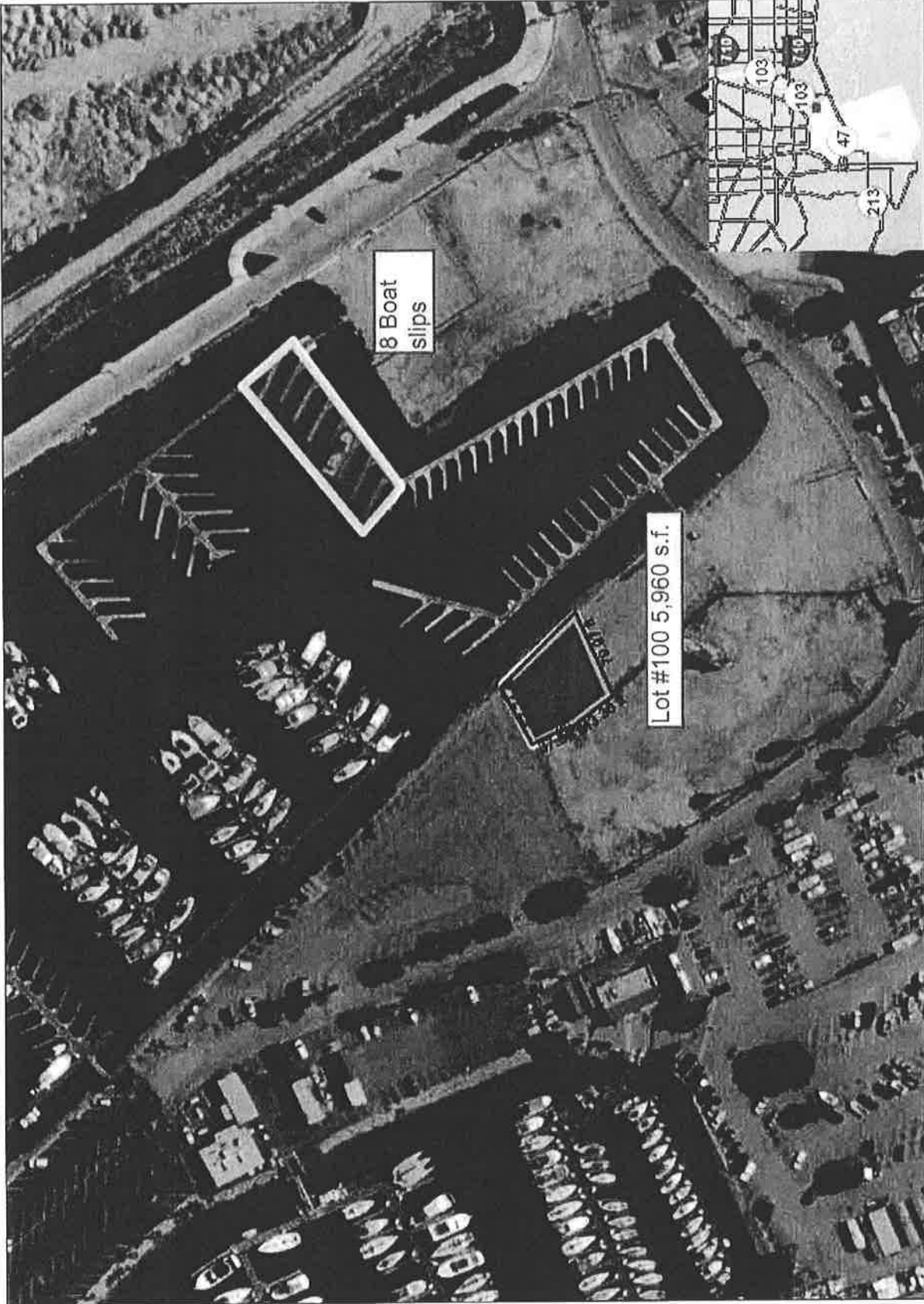
Attachments

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

Rev. 07/03/13

WYSC Exhibit "A"

Date Printed: 12 April 2016



Legend

LARIAC4_Date_F



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



SCALE 1: 1,823
0 303.8 Feet

Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

SCOPE OF WORK – Exhibit B

Operator shall operate and manage the Wilmington Youth Sailing Center program (the “Program”) according to the following scope of work.

1. Premises

Operator is permitted to use the lands and facilities which consist of 5,960 square feet of paved land off of Peninsula Road at Berth 204 identified as Lot #100 and, eight (8) boat slips at Berth 204 as delineated and more particularly described in Exhibit A (“Premises”). Operator acknowledges classroom space and sailing space has not been designated and Operator is solely responsible for securing such locations until a permanent location for the Program is determined.

2. Program Goals and Objectives for the Wilmington Youth Sailing Center

2.1 Operator shall remain consistent with program goals and objectives as described in Section 4 of the Wilmington Youth Sailing Center Management Programs and Operations Manual, Exhibit C.

2.2 Operator shall encourage the participation of low-income and at-risk youth region-wide, ages 8-18, with a principal focus on the Wilmington Community.

2.3 The activities shall focus on sailing but also include maritime education and be structured to help develop positive traits among the participants including developing teamwork, responsibility, discipline and other skills and abilities.

2.4 Operator shall provide basic water safety and emergency procedures training.

2.5 Programs shall be offered through the City of Los Angeles (“City”) Recreation and Parks Department, the Boys and Girls Clubs, YMCA, and other local youth organizations.

2.6 Operator shall perform outreach activities to local schools, parks, and youth organizations within a 25 mile radius to Premises to promote the sailing courses.

3. Wilmington Community Advisory Board. Operator shall set up a community advisory board for the Program, with no less than three (3) residents of the Wilmington community (“Wilmington Community Advisory Board”).

4. Operations and Administration

4.1 Operator will bear the overall responsibility for the day-to-day operations of the Program to the satisfaction of the Executive Director or its designee.

4.2 The Operator shall develop a comprehensive operational plan in managing, financing, operating and maintaining the Program to make it a viable long-term operation.

4.3 Upon prior written approval by the Executive Director of the Harbor Department, Operator may build and install auxiliary facilities to perform services required under this Agreement. Executive Director, in his/her sole discretion, will determine whether such facilities shall remain part of the Premises or request removal and restoration upon termination or expiration of this Agreement.

4.4 Upon expiration of this Agreement, for any reason, all existing and any future installed fixtures, improvements and appurtenances attached to or built into the Premises or in such a manner as to become part of the Premises whether or not by the expense of Operator, shall become and remain a part of and be surrendered with the Premises unless Operator is notified otherwise in writing by Executive Director. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Operator, other than those purchased with funds provided by City, and located on Premises shall be and remain the property of Operator and may be removed by Operator at any time during the term of this Agreement so long as Operator is not in default of any obligations under this Agreement and the same has not become part of the Premises and so long as such do not materially affect Operator's ability to use such Premises and conduct its business as provided herein. For furniture, furnishings, equipment or other articles of moveable personal property purchased with funds provided by the City, Executive Director, in his/her sole discretion, will determine whether such items shall remain on the Premises or removed by Operator.

5. Maintenance

5.1 Operator shall pay all utilities.

5.2 Operator shall be responsible for all non-structural maintenance of the eight (8) boat slips.

5.3 Operator shall maintain the chain link fence at Lot #100.

5.4 Operator shall purchase and maintain all required portable ABC fire extinguishers at the boat slips.

6. Instructional and Membership Programs

6.1 Instructional sailing and maritime programs shall be developed by the Operator and reviewed by the Contract Administrator in the Real Estate Department. The programs shall be consistent with the program descriptions in **Exhibit C**. City recognizes the Program's activities will be limited due to location constraints until a permanent location is established.

6.2 Operator may offer various membership programs. Membership classifications for adults, juniors, families, guests and visiting teams may be available.

6.3 The Operator shall develop instructional classes and membership activity schedules in a manner which will insure compliance with the maximum allowable daily use requirement.

7. Record Keeping

Operator shall be responsible for recording daily attendance for all scheduled programs and membership activities..

8. Reporting Requirements – Annual Report

Operator shall submit to Contract Administrator, annually, two (2) copies of a complete written report of its operation of the Program during the preceding year (“Annual Report”). Annual Report shall be submitted at least ninety (90) days prior to when payment is due pursuant to Section VI. A. of the Agreement. The Annual Report shall include, but not be limited to:

- (a) A summary of youth program activities provided by Operator during the previous year, total youth enrollment in each the program(s);
- (b) Names and responsibilities of all of Board of Directors and Wilmington Community Advisory Board members, officers, staff members, instructors and administrators;
- (c) A summary of all annual income, disbursements and financial obligations incurred during the year, including an itemized list of equipment purchased for the Program;
- (d) A list of all injuries sustained by youth participants and staff members during the year, together with any complaints received by Operator concerning its operations, and information as to resolution of such injuries and complaints;
- (e) Copies of all brochures, newsletters, advertisements and other related materials circulated by Operator to promote its program and activities;
- (f) A summary of all activities and programs proposed and/or scheduled for the upcoming year; and
- (g) Summary of meetings of Operator’s Board of Directors and Wilmington Community Advisory Board and copies of minutes.

Within 60 days of receipt of the Annual Report, if Executive Director, at his/her sole discretion, finds that Operator has not fulfilled its obligations pursuant to this Agreement, Executive Director may send the Operator a report on the practice or policy in question together with his/her findings and recommendations. Within fifteen (15) days of receipt of Executive Director’s report, Operator shall provide a written response. If Operator fails to respond within the fifteen (15) days, City shall find Operator in default of this Agreement and have the right to terminate this Agreement.

9. Marketing

9.1 The Operator shall be responsible for all marketing, promotion, registration, and general administration of the instructional programs. Public programs may be marketed through seasonal brochures and flyers or methods drawing the attention of participation.

9.2 All advertising of the Program including signs may be carried under the Operator’s name and the name of the City. Any marketing or promotion documents prepared by Operator using

the City or Port of Los Angeles logo, including advertisements and brochures, shall be approved by the Port of Los Angeles Public Relations Director prior to their implementation, publication, distribution or dissemination.

9.3 Operator shall in good faith and with all reasonable diligence use its best efforts, by suitable advertising and other means, to promote the Program.

9.4 Operator shall include the Program in newsletters or periodicals which it publishes or distributes.

10. Trailers and Trailing

Trailers used to transport boats shall conform to the State of California Department of Motor Vehicle Code.

11. Environmental and Safety

11.1 In its use and occupancy of the Premises, Operator shall comply (and shall immediately respond to and remedy any incident of noncompliance) with environmental laws and any applicable marina rules.

11.2 Operator is aware that water quality conditions will be unknown and City makes no assurance regarding such conditions. Operator shall include in Operator's waiver for students engaged in water activities, including sailing exercises, notification that water quality conditions are unknown and students/guardians assume any and all risks.

11.3 Operator shall contact Port Pilots and/or monitor VHF Radio Channel 73 during daily sail training exercises.

11.4 In its use and occupancy of the Premises, Operator shall comply with all Environmental Permit Conditions set forth in Exhibit D. Conditions include:

- (a) Prohibit all water activities, including sailing exercises for 96 hours following a storm event to minimize potential for exposures to waterborne pathogens.
- (b) Premises shall be cleaned and maintained regularly including controlling trash, debris, and other waste.
- (c) Boat rinsing with clean tap water is acceptable, however, no soaps or solvents.
- (d) Boat fabrication is strictly prohibited. Minor repairs to existing boats and equipment are permitted as long as such repairs adhere to all applicable health and environmental laws and standards and Harbor Department requirements.
- (e) Report any spills to Port Police and EMD (310) 732-3675.
- (f) Do not store any hazardous, universal, and non-hazardous wastes onsite.

- (g) No container, equipment, or vehicle washing or rinsing.
- (h) No wet repair or wet maintenance (i.e., involving liquids) is allowed on the Premises.
- (i) Following any unplanned emergency release of liquid or waste, areas shall be cleaned up immediately using dry cleaning methods.
- (j) No fueling operations are allowed on the Premises.

11.5 Operator shall comply with all applicable federal, state, local and City environmental rules, regulations, policies, and requirements.

11.6 Ensure best efforts to prevent illegal or illicit discharge from occurring from vessels, in accordance with all applicable Tariffs and regulations.

11.7 Operator shall act in accordance to Tariff in response to hazardous spills. Operator shall also immediately notify Port Police Haz-Mat Investigations and the City of Los Angeles Fire Department of any hazardous spills.

11.8 Ensure that the waste oil collection center for used oil, used oil filters, and used bilge pad collection is maintained and disposal of waste materials is handled properly. The City encourages coordination with outside agencies to implement a grant-funded bilge pad exchange program. Grants may be available through the City of Los Angeles, Department of Public Works, Bureau of Sanitation, or the Santa Monica Bay Restoration Foundation or others.

11.9 Within sixty (60) days of the effective date of the Agreement, Operator shall implement and maintain a recycling program for paper, plastics, glass, household batteries, zinc and other metal anodes, used oil, and any other recyclable materials ("Recycling Program"). Operator shall coordinate with the Harbor Department's Environmental Management Division's Recycling Coordinator to confirm said Recycling Program has been accomplished as described herein.

11.10 In coordination with the Construction and Maintenance Division, groom, clean, and maintain harbor waters to keep free of debris and obstructions. Ensure proper disposal of all debris and obstructions from harbor waters.

12. Use and Storage of On-site Outdoor Storage of Boats

Outdoor boat storage shall be limited to boats used for the Program and related activities. No personal property shall be stored on the Premises that are not used to support the Program and its activities.

13. Mailing Addresses and Contact Information

Transmittal of information requested by mail shall be mailed to the designated address provided in this Section, unless City provides a change of address, in writing, to Operator.

The following mailing address shall be used for purpose of notification:

CONTRACT ADMINISTRATOR/REAL ESTATE DIVISION

Harbor Department, City of Los Angeles
P.O. Box 151
San Pedro, CA 90733-0151
Attn: Director of Real Estate Division

Phone: (310) 732-3860

ENVIRONMENTAL MANAGEMENT DIVISION

Harbor Department, City of Los Angeles
P.O. Box 151
San Pedro, CA 90733-0151
Attn: Director of Environmental Management Division

Phone: (310) 732-3675

CONSTRUCTION AND MAINTENANCE DIVISION

Harbor Department, City of Los Angeles
P.O. Box 786
Wilmington, CA 90748-0786
Attn: Director of Construction and Maintenance

Phone: (310) 732-3550

Wilmington Youth Sailing Center



Management Programs and Operations

Wilmington Youth Sailing Center

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Wilmington Youth Sailing Center

Overview

The Wilmington Youth Sailing Center (WYSC), a 501(c)(3) was incorporated on October 4, 2011 and granted nonprofit status on March 11, 2013. Its mission is *“to operate a year-round sailing facility that provides comprehensive, educational marine programs for low-income and at-risk youth ages 8 to 18 that foster equality, instill positive core values and assist youth in developing important life skills.”*

Pacific Unicom initially proposed the Wilmington Youth Sailing Center in 2003 in response to the Port’s request for projects to fulfill the goals of the China Ocean Shipping Mitigation Fund. In 2006 the Board of Harbor Commissioners allocated \$3.1M for the development of the Wilmington Youth Sailing Center.

In February 2010 the Port issued an RFP for the operation of the Wilmington Youth Sailing Center. The proposal included classrooms for 100 students, a conference room, youth restrooms and shower accommodations, two offices for staff, storage and maintenance spaces, boat racks, launch ramp, docks and 17 boat slips, and \$500K for startup and operating costs. The program goals were to provide a variety of science and sailing classes to 1000 disadvantaged and at-risk youth annually and to provide water access to the community.

The Port notified Pacific Unicom in July 2010 that they had been selected to operate the Sailing Center and we have been working with the Port to that end.

The Wilmington Youth Sailing Center offers a variety of youth and adult programs, for example:

‘Sailing and Science’ is a 60-hour program that includes 40 hours of classroom discovery in Science, Technology, Engineering and Math (S.T.E.M.) in addition to on-the-water instruction. It teaches students how to apply the concepts to sailing and encourages them to stay in school and to consider careers in S.T.E.M.-based fields.

‘Rain, Rivers and the Ocean’ is an Environmental program that introduces fifth and sixth grade students to the impact that cities and industries have on our rivers and the ocean. This class is an introduction to the Earth’s Finite Resources, their Distribution and to Sustainable Living.

The Teen and Adult Sailing Programs include USCG Boating Safety, USCG Navigation Classes, introductory through advanced sailing, keel boat sailing, cruising and environmentally conscious boat maintenance techniques.

We partner with other youth organizations to increase outreach, reduce costs and to enhance their successful programs. They include the Boys & Girls Clubs, Gang Alternatives Program, ITEP Academies, Wilmington and San Pedro YMCAs, and the LA Maritime Institute’s TopSail Youth Program. Their involvement in the WYSC ensures broad outreach and participation, and that the programs and class schedules continually meet the needs of at-risk and underserved youth.

MANAGEMENT

Board of Directors

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in its Articles of Incorporation and Bylaws, the activities and affairs of the Wilmington Youth Sailing Center (WYSC) are governed by a Board of Directors of not less than three (3) nor more than seven (7) members. Members collectively represent a diversity of relevant backgrounds and skills to enable the Board of Directors to make informed, well-balanced decisions on the economic viability and social impact of WYSC activities.

Members of the Board of Directors:

- Serve in good faith and in the best interest of the corporation, including duties as a member of any committee of the Board on which the director may serve
- Review periodic financial statements and review and approve the annual budget
- Approve contracts or transactions over \$5,000
- Appoint and remove, employ and discharge, supervise and, except as otherwise provided in the Bylaws, prescribe the duties and fix the compensation of all officers, agents and employees of the corporation
- Delegate the management of the day-to-day operations of the business to persons employed by the corporation
- Create committees and appoint committee members

The Board of Directors follows a conflict of interest policy to ensure public confidence and integrity in its decisions and transactions. Directors are elected by the Board to serve a term of two years and not more than one person employed by the corporation may serve on the board.

Directors and members of committees serve without compensation for their services, but may be reimbursed for reasonable expenses incurred in the performance of their regular duties as provided in Article 9 of the Bylaws.

Wilmington Youth Sailing Center

CORPORATE POLICIES

Management is committed to:

- Providing an environment where every employee and student is treated with dignity and respect, and a workplace that is free of discrimination of all types from abusive or offensive behavior. In its actions, the corporation will not discriminate on the basis of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- Providing an environment that is as safe and healthy as possible and in compliance with the Operating Agreement, Port tariff and all relevant health, safety and environmental laws and regulations.
- Building trust, confidence and credibility by adhering to its commitments, and displaying honesty and integrity in reaching its goals.
- Creating an open and supportive environment where employees feel comfortable expressing concerns relevant to potential mistakes or wrongdoing. Management will investigate all reported instances of questionable or unethical behavior and take appropriate action when necessary without retaliation against employees who raise ethics concerns in good faith.
- Respecting the privacy of all its employees, youth and business partners, and students. Personal data will be handled responsibly and in compliance with all applicable privacy laws and in accordance with any relevant contractual obligations.
- Maintaining timely, accurate recordkeeping and reporting in compliance with legal, regulatory and contractual obligations.
- Avoiding any relationship or activity that might impair its ability to make objective and fair decisions or create a conflict of interest.
- Demonstrating by action and conveying through clear and direct communication: company values, standards, policies, laws, rules, regulations, and behavioral expectations.

Information and Resources

General Information

Name tele & email

Executive Director

Robert McKoy
949- 375-1814 <RobertPMcKoy@aol.com>

Assistant Executive Director

Name tele & email

Accounting

Donna Ethington
310-549-8111 <bayprosvs@earthlink.net>

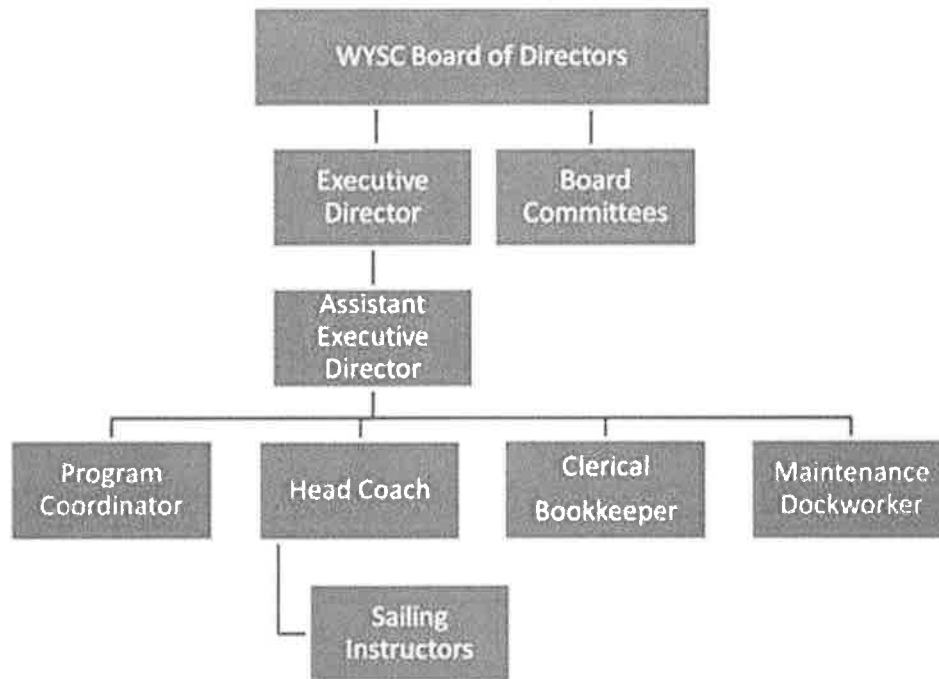
Program Coordinator

Name tele & email

Head Coach

Name tele & email

WYSC Organization Chart



Committees of the Board

Committees consist of two or more directors or officers, persons who are appointed by the Board and an alternate who may replace any absent member at any meeting of the committee. Members or alternate members serve a term of two years and may serve any number of consecutive terms. Actions and recommendations of a committee require ratification by the Board. Minutes of committee meetings are maintained as part of the corporate records.

Advisory Board

The Advisory Board is a standing committee of the Board of Directors comprised of not more than fifteen (15) persons with diverse skills, expertise and experience that are appointed by the Board of Directors. All recommendations of the Advisory Board require ratification by the Board of Directors before being adopted.

Members of the Advisory Board:

- Review/Monitor/Assess the effectiveness of, and recommend changes or improvements to WYSC programs, procedures, policies, marketing and outreach.
- Provide a source of ideas, insights and timely knowledge on trends and opportunities
- Provide review and oversight of governance policies and procedures to ensure transparency, accountability and effective management practices

Wilmington Youth Sailing Center

- Provide oversight relative to the code of ethics and conflict of interest policy; and serve as a clearinghouse, subject to full board review, on matters involving disclosed conflicts
- May be elected to the Board of Directors
- Serve as ambassadors of the organization to help build donor support and confidence
- May be appointed by the Board to serve on any of the organization's committees

Members may include representatives of local youth sailing programs, yacht clubs, the Boys & Girls Clubs, YMCA, International Trade Academies, Gang Alternatives Program, LA Maritime Institute, legal and financial counsel, ex officio representatives, Port of LA staff, Port Police, LAPD and major sponsors such as nonprofit foundations, corporations, and individuals.

Finance Committee

The Treasurer of the Board serves as chair of the Finance Committee and the principal liaison between the committee and the full board. The Finance Committee, comprised of members with financial expertise provides financial oversight for the organization and makes recommendations to the Board on matters relating to budgeting and financial planning, financial reporting, hiring of an independent certified public accountant, and the creation and monitoring of internal controls and accountability policies.

Fundraising Committee

The chair of the Fundraising Committee serves as the principal liaison between the committee and the full board. The Fundraising Committee, comprised of directors, officers and staff of the corporation, sponsors, donors, volunteers and other persons, is responsible for overseeing the organization's overall fundraising including establishing a fundraising plan that incorporates outreach, special events and grant and sponsorship applications. The committee monitors fundraising efforts to ensure ethical practices are in place, that donors are acknowledged appropriately, and that fundraising efforts are cost-effective.

Program Committee

The chair of the Program Committee serves as the principal liaison between the committee and the full board. The Program Committee, comprised of directors, officers and staff of the corporation, school and youth organization representatives, program sponsors and other persons, recommends and oversees new program development, monitors and assesses existing programs, initiates and guides program evaluations, and facilitates discussions about program priorities, budgets and course and event scheduling for the Corporation's youth programs.

Citizens Advisory Committee

The Citizens advisory committee will recommend additional programs and modifications to existing programs that will benefit the community. Members of the committee may include

Wilmington Youth Sailing Center

representatives of community organizations or neighborhoods, representatives of elected officials, the boating community, parents and other interested residents.

STAFF

Staff Requirements

Background screening, a D.O.J. life scan (fingerprinting) is required for all personnel, sailing instructors and regular volunteers 18 years of age or older. Infrequent and event-only volunteers are not subject to this requirement.

Executive Director

The Executive Director will be hired by and report to the Board of Directors and serve as general manager of the Corporation. The Executive Director will have experience in managing a sailing facility, youth sail-training and team coaching, business management, planning, financial oversight, policy development and personnel management, employment and regulatory compliance, problem solving and mediation skills.

Responsibilities:

- Work with the Port and WYSC Board of Directors on matters pertaining to the development or operations of the sailing facility
- Provide leadership and vision to the organization by assisting the Board and staff with the development and evaluation of long-range and annual plans, and oversee operations
- Provide vision and leadership in long-range fiscal planning to ensure the continuity and solvency of the corporation
- Develop the educational curriculum and sailing class schedules and procedures in collaboration with the Assistant Executive Director, Program Coordinator, Head Sailing Coach, Program Committee and partner youth organizations
- Make recommendations on the purchase of assets and equipment
- Interview and make recommendations to the Board on the hiring of qualified staff, establish policies, job descriptions and train personnel in conjunction with the Assistant Executive Director, supervise or fire any employees of the Corporation
- Maintain general oversight of financial data and ensure accuracy of records, review office procedures, and oversee content and distribution of all marketing and publicity materials
- Attend all board meetings and other important meetings
- May delegate his or her responsibilities and powers subject to approval of the Board
- May serve as Head Coach, attend regattas, special events, and regional sailing forums

Wilmington Youth Sailing Center

Assistant Executive Director (future)

The Assistant Executive Director will have overall strategic and operational responsibility for staff, programs, and execution of the Corporation's mission. The Assistant Executive Director position requires experience in business management, planning, financial oversight, development of operational and program procedures, personnel management, employment and regulatory compliance, problem solving and mediation skills. Must have knowledge of the "Navigation Rules of the Road" and have the ability to coordinate WYSC activities with other Port Tenants, Port Pilots and the Marine Exchange

Responsibilities:

- Serve as general manager of the Corporation in the absence of the Executive Director
- Oversee day-to-day operations
- Ensure the safety, health and welfare of employees, students and those affected by WYSC activities
- Ensure staff understands their responsibilities and are kept informed on matters of safety, laws and company policies
- Ensure that an appropriate budget is developed annually
- Recommend timelines and resources needed to achieve the strategic goals
- Expand local revenue-generating and fundraising activities to support existing program operations by building partnerships and establishing relationships with funders and political and community leaders
- Review and approve all grant submissions and act as the primary negotiator on any sponsor or partnership funding; approve and accept donated boats and other assets
- Ensure effective systems to evaluate program components and track progress, so as to measure successes that can be effectively communicated to the board, funders, and other constituents
- Oversee all aspects of communications—from web presence to external relations
- Review and approve all financial reports and cash flow projections, ensure permits and regulatory filings are current
- Authorize expenditures, review and sign all issued checks
- Ensure facility is maintained at all times and inspections performed monthly and annually
- Attend regattas and special events, periodically attend regional or national sailing forums
- May delegate his or her responsibilities and powers subject to approval of the Board

The Assistant Executive Director is an integral member of the classroom and on-the-water coaching staff. He/She will ensure effective training using nationally recognized: US Coast Guard, Power Squadron, US Sailing and California Department of Boating and Waterways curriculum and materials.

Wilmington Youth Sailing Center

Clerical / Bookkeeping / Receptionist (future)

The Clerical/Bookkeeping position requires accounting experience and knowledge of accounting software, computer, typing and good written and oral communication skills, filing, secretarial and receptionist capabilities.

Responsibilities:

- Answer phone, forward calls, take messages, provide information on WYSC Programs
- Report to and assist the Executive and Assistant Executive Directors with reports, correspondence and filing
- Make bank deposits, maintain all accounting records, personnel records, contracts, service agreements, inventory of assets, reconcile bank accounts, prepare monthly financial statements and other reports required by grantors or sponsors
- Maintain records of the Head Coach relevant to repairs, disposal and replacement of boats, boat parts and program equipment
- Maintain records of the Maintenance/Dock Worker relative to facility and equipment repairs, disposal and replacement of tools and equipment
- Work with Program Coordinator to track program expenses and assist as needed

All records and reports will be made available to the Port upon request. An annual report will be prepared and submitted annually to the Port during the term of the Operating Agreement.

Program Coordinator (mid-2017)

The Program Coordinator position requires strong written and oral communication skills, experience in event planning and implementation, website creation and maintenance; creative thinker, highly organized and able to work well with others, some knowledge of principles and practices related to youth development and educational issues, knowledge of boating preferable.

Responsibilities:

- Conduct outreach to youth organizations and schools to fill the Center's programs
- Coordinate instructional classes and activities with Executive Staff, Head Coach, Program Committee; ensure participation does not exceed maximum facility occupancy rate
- Prepare student registration packets, arrange for and ensure all students take required CPR and First Aid training and swim tests,
- Arrange for youth tours, workshop guest speakers, photographers, organize WYSC-sponsored events
- Maintain the Center's website using submissions from Executive staff and Head Coach, including quarterly newsletter, upcoming classes and events, enrollment information and forms, photos, program results and successes, etc

Wilmington Youth Sailing Center

- Maintain student records, record daily attendance for all instructional classes and other programs, membership activities, and general public use
- Prepare monthly and annual report of programs and activities and the number of youth served for the Port, grantors and other sponsors

Maintenance / Dock Worker (future)

The Maintenance / Dock Worker would be hired when the permanent facility is completed. This position requires one year's experience in general building or facility maintenance and repair, knowledge of minor carpentry, electrical, masonry, painting and plumbing work, power and hand tools, and a valid California Drivers License. Physical requirements include ability to lift a minimum of 50 pounds, move or board boats in slips, climb ladders, work outside in all weather conditions, able to swim.

Responsibilities:

- Daily provide custodial services to all buildings, parking lot, restrooms, interior floors and surfaces, remove any graffiti, remove debris from harbor waters, revetments and storm drains
- Maintain landscaped areas, including gardens, trees, parking lots and lawn
- Monitor and order all janitorial, cleaning and maintenance supplies and paper products
- Weekly inspect, maintain and repair as necessary all docks, fingers and gangways, interior of the facilities, student and staff restrooms, storage facilities, gates and locks, sprinkler heads, parking lot, boat racks, launch ramp
- Perform preventive maintenance of equipment, work boats, power tools, portable pumps, generator
- Set up and relocate furniture for staff, commission meetings and special events
- Respond to land and water emergencies, operate work boat and hand-held radio, and assist the operations staff as needed
- Quarterly, perform facility inspection using checklist; accurately document conditions of facilities and provide report to Bookkeeper

Wilmington Youth Sailing Center

INSTRUCTORS

Instructor Requirements

All full and part-time sailing instructors are required to have current CPR, First Aid certification or Red Cross Lifeguarding certification, and complete a USCG Safe Boating Course that will be provided by the Center

On-the-water volunteer assistants must have navigational, boating and sailing skills and are required to complete a USCG Safe Boating Course that will be provided by the Center.

Head Sailing Coach (future)

The Head Sailing Coach position requires a current US Sailing Level I Small Boat Instructor certification and current CPR and First Aid certification, strong leadership and communication skills, including the ability to manage and communicate well with sailors, parents, and other team coaches; must be highly organized, comfortable multi-tasking and collaborating and working in a team environment. They must have a knowledge of the "Navigation Rules of the Road" and have the ability to coordinate WYSC activities with other Port Tenants, Port Pilots and the Marine Exchange. This person must have significant sailboat racing experience preferably in dinghies, dinghy and keelboat experience, ability to operate small power boats and hand-held radio, and competence in boat maintenance. Head Sailing Coach will emphasize character building, sportsmanship and safety in all classroom and on-the-water exercises.

Responsibilities:

- Assist Executive Director in development of course structure and design of performance objectives; implement and monitor programming to meet desired outcomes
- Interview, make hiring recommendations and manage a staff of 3-5 instructors, support instructors in developing their full potential
- Preparation of sailor goals, sailor progress and final reports (coordinate with instructors)
- Instruct and/or oversee daily classroom sailing lessons for beginning and intermediate students according to established curricula
- Maintain daily communications with Marine Exchange to ensure shipping lanes are clear in sailing areas
- Teach racing strategies and *Racing Rules of Sailing* to advanced racers; manage multiple high school teams and year-round junior race team competitions
- Plan logistics for regattas including sailor registration, waivers, parent communication, coordinate all student and event details with Program Coordinator and attend regattas
- Ensure all WYSC boats are maintained and Coast Guard inspected
- Make recommendations when new or new class of boats and equipment are needed

Wilmington Youth Sailing Center

Sailing Instructors

The Center will maintain three to five part-time sailing instructors who will teach students ages 8 and above with varying levels of experience and work 4-5 hours per day on a rotating schedule under the direction and supervision of the Head Coach.

The Sailing Instructor position requires a minimum of two years sailing experience, current CPR and First Aid, good interpersonal skills, desire to help others improve their sailing abilities, familiar with Port and USCG navigational regulations, knowledge of the "Navigation Rules of the Road" and have the ability to coordinate WYSC activities with other Port Tenants, Port Pilots and the Marine Exchange, some prior teaching experience preferred. Work environment involves exposure to the elements. Physical requirements include ability to swim at least 550 yards, swim with a 10 pound object for at least 20 yards, and tread water for at least 2 minutes.

Responsibilities:

- Inspect boats and equipment before and after class
- Explain and demonstrate proper sailing techniques in the classroom and on-the-water
- Ensure all students are wearing life jackets/vests prior to launch
- Accompany students while on-the-water in a dinghy, chase boat or in a keelboat with students
- Supervise groups of students on the water while coaching technique and supervising safety
- Must be able to recognize and respond to emergencies and prevent injuries or drowning
- Instruct and supervise students on launch, haul out, cleanup and stowage of boats
- Record attendance daily and submit records to Program Coordinator

ACCOUNTING & FINANCING

ORGANIZATION INFORMATION

Incorporation information

- Wilmington Youth Sailing Center incorporated in the State of California
- Corporate ID #3419313
- Federal ID #45-2842151 March 11, 2013
- Exemption status: 501(c)(3), public charity status: 170(b)(1)(A)(vi)
- Franchise Tax Board R&TC exemption section: 23701d
- Accounting period ending: December 31
- City of Los Angeles BTRC: 0002681588-0001-5
- Attorney General's Registry of Charitable Trusts: CT0184752
- DBA filed with LA County Clerk 5/26/2010, published Daily Breeze (310) 543-6635

Mailing address:

Berth 203 #9, Wilmington, CA 90744 (will change when facility is built)

Banking:

Self-Help Federal Credit Union (formerly Family Federal Credit Union)
1000 N. Avalon Blvd
Wilmington, CA 90744
(310) 835-6132

Insurance:

Commercial General Liability:

Chubb /agent Gowrie, Barden & Brett, Inc. - The Burgee Program (860) 399-5945
Policy #3598-71-09 NHO - Federal Insurance Company
Expires annually on May 3

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Directors & Officers Liability, incl. Employment Practices:

Clarke Garvey Insurance (714) 444-2679
Policy #592418742 – Continental Casualty Company
Expires annually on June 25

Workers Compensation

Health Insurance

ACCOUNTING POLICIES AND PROCEDURES

The following accounting policies and procedures have been established to ensure that financial statements conform to generally accepted accounting principles; assets are safeguarded; guidelines of grantors and donors are complied with; and finances are managed with accuracy, efficiency, and transparency.

These policies will be reviewed annually and revised as needed by the staff and approved by the Executive Director and Finance Committee of the Board of Directors.

Policies

- All cash accounts (except petty cash) will be held in financial institutions which are insured by the FDIC. No bank account will carry a balance over the FDIC insured amount.
- All capital expenditures and contracts which exceed \$5000 will be pre-authorized by the Board of Directors.
- All capital expenditures which exceed \$1000 will be capitalized.
- Employee or public personal checks will not be cashed through the petty cash fund.
- No salary advances will be made under any circumstances.
- Travel advances must be pre-approved by the Executive Director.
- Reimbursements will be paid upon Assistant Executive Director's approval of completed expense reports. Reimbursements to the Executive Director will be authorized by the Board Chair.
- Any donated item with a value exceeding \$50 will be recorded and a letter acknowledging the donation will be sent to the donor within two weeks of the receipt of the donation.
- All volunteer time shall be recorded as in-kind donations.
- Assistant Executive Director will open all mail containing checks and verify total on bank deposit prepared by Bookkeeper.

Wilmington Youth Sailing Center

- The Assistant Executive Director and one designated Board or staff member are the signatories on bank accounts. Disbursements exceeding \$2,000 require a second signature by an authorized board or staff member. Checks over \$10,000 require approval from the Board of Directors.
- Bank and credit card statements will be reconciled monthly. All statements and reconciliations will be reviewed by the Executive Director.
- Accounting and personnel records will be kept in locked file cabinets in the finance office and only parties with financial and/or HR responsibility will have access to the keys.
- All required insurance policies and asset registrations will be kept current.
- Organization's files will be backed up every Friday afternoon.

Petty Cash Fund

- The petty cash fund will not exceed \$250 and is kept in a locked file cabinet at all times.
- The Assistant Executive Director oversees the petty cash fund.
- All disbursements made from petty cash are acknowledged in writing by the receiving party.
- All money returned to the petty cash fund is counted by the Bookkeeper and verified by the Assistant Executive Director. Receipts for items purchased with petty cash must be included with the return and should include appropriate account allocations.
- No checks will be cashed by the petty cash fund.

Property and Equipment

It is the organization's policy to capitalize all items which have a unit cost greater than \$1,000. Items purchased with a value or cost less than \$1,000 will be expensed in the period purchased.

The depreciation period for capitalized assets is as follows:

Computer Hardware	36 months
Office Equipment	60 months
Office Furniture	60 months
Computer Software	36 months
Youth and Program Boats	60 months
Shop/Yard Equipment - light duty	36 months
Shop/Yard Equipment - heavy duty	60 months
Leasehold improvements	Length of lease

- A Fixed Asset Log is maintained by the Bookkeeper including date of purchase, asset description, purchase/donation information, cost/fair market value, donor/funding source, identification number, life of asset.
- The Log will be reviewed by the Assistant Executive Director.

Wilmington Youth Sailing Center

- Annually, a physical inspection and inventory will be taken of all fixed assets and reconciled to the general ledger balances.
- The Assistant Executive Director shall be informed in writing of any change in status or condition of any property or equipment.
- Depreciation is recorded at least annually. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Any impaired assets discovered during the inventory will be written down to their actual value.

File Saving Procedures

- All correspondence files will be saved like this: (Year File name, sponsor, donor, vendor or event version (mo. day))
- All invoices will be saved like this: (Payor name Invoice #_Date)

New Hire Procedures

- Give new hire an employee folder containing employment forms, W-4, I-9, employee handbook, job description, confidentiality agreement if applicable, and ensure all forms are signed.
- Set up email address, username and password for server and website.
- Give employee keys (if applicable), tour of facilities, and which keys go where
- Demonstrate use of website and organizational calendar
- If management, ensure a thorough understanding of Programs, Financial Guidelines and Safety Procedures
- If new board member, add to board roster, update letterhead/fax, create announcement and bio for website, set up account in organizations' calendar

Personnel Records

- All personnel files contain the following documents: an application and/or resume, date of employment, position and pay rate, authorization of payroll deductions, W-4 withholding authorization, termination data where applicable, a signed confidentiality agreement, a signed acknowledgement of receipt of Employee Handbook, an emergency contact form, and other forms as deemed appropriate by the Assistant Executive Director.
- All employees will fill out a W-4 form and submit the allowable forms of identification to the Bookkeeper.
- All personnel files are to be kept in a secure, locked file cabinet and accessed only by authorized personnel.

Wilmington Youth Sailing Center

Payroll Processing

- Timesheets are to be prepared by all staff and submitted semi-monthly on the 15th and last day of the month. If the 15th and/or last day of the month falls on a weekend or holiday, the timesheets are to be submitted the day prior to the weekend or holiday. Exceptions to the submittal date may occur and will be communicated accordingly.
- Timesheets are to be kept on a daily basis and completed in ink – unless prepared electronically.
- Any corrections to timesheets are to be made by making a single line through the error and writing in the correction. Correction fluid and/or tape are not allowable.
- Timesheets are to be signed and dated by the employee and the employee's supervisor for submission to the Bookkeeper.
- Any changes to the standing information of the payroll register from the prior period including addition of new employees, deletion of employees, or changes in base pay rate must be accompanied by an Employment Information Form and signed by the Assistant Executive Director before the change can be made.
- The Bookkeeper will process payroll in a timely manner and record vacation time, holiday hours, sick time, and any other information deemed necessary to properly reflect time worked.
- Paychecks will be distributed by the Assistant Executive Director on the 15th and last day of each month. If the 15th and/or the 30th fall on a weekend or holiday the paychecks will be distributed the day before.
- If the employee requests that his/her check be turned over to a third party, the request must be made in writing prior to distribution.
- The Assistant Executive Director will review payroll expenditures and allocations monthly.
- All quarterly federal and state payroll reports will be prepared and filed appropriately.
- All W-2 statements are issued to employees prior to January 31st of the following year for the prior calendar year.

Financial Reports

The Bookkeeper will prepare the monthly and annual financial reports for distribution to the Executive Director. The reports will include: balance sheet, statement of income and expenses, budget versus actual report for each program which has an established budget, a budget versus actual report for the organization, accounts receivable aging, accounts payable register and aging, cash flow projection, and any other requested reports.

Periodic and annual financial reports will be submitted to the Finance Committee and Board of Directors for review and approval.

Wilmington Youth Sailing Center

- At the end of each month and fiscal year end, the Executive Director will review all balance sheet accounts including verification of the following balances: cash accounts match the bank reconciliations, fixed assets accounts reflect all purchases, write-downs and retirements, accounts receivable and payable accounts match outstanding amounts due and owed.
- The income and expense accounts review will include reconciliation to amounts received and expended and verification that payroll expenses match the payroll reports including federal and state payroll tax filings.
- The Executive Director will review and sign off on all month- and year-end journal entries and any adjustments.
- At the end of the fiscal year, the Executive Director or outside CPA will prepare the annual Return for Organization Exempt from Income Tax (IRS Form 990). The return will be presented to the Board Finance Committee, and the Board Chair for their review and approval. The Executive Director or designee will then file the return with the Internal Revenue Service by the annual deadline.
- All other appropriate government filings including those required by the state tax board and attorney general's office will be completed and filed with the appropriate agency.

Internet Security Protocol

- Never email username and password and URL to someone in the same email.
- Do not store username and password information in the same file on your desktop. Create a numbered sheet of paper with your password information, and on a separate sheet of paper in separate locations your numbers, username information and website locations.
- Create different accounts for contractors accessing the same website.
- Change passwords every 60-90 days.
- Do not ask any internet browser to remember your password for any site.
- If purchasing a product and using an encrypted webpage it is ok to use your email, otherwise do not give out your email address online.
- If posting a job opening or form online that requests a reply from the general public, create a random email address that will forward to your email account.

Record Keeping – Programs & Events

The Program Coordinator will maintain all youth program schedules and fundraising events as well as any public boating courses or activities. The calendar of scheduled events and all attendance data will be reviewed by the Board of Directors and available to the Harbor Department.

Wilmington Youth Sailing Center

Reporting Requirements

As required in the Scope of Work, the following information will be submitted annually, by July 1 to the LA Harbor Department's Contract Administrator at the designated mailing address:

- a summary of youth program activities and total youth enrollment in each program
- the names and responsibilities of all Board of Directors members, officers, staff members, instructors and administrators
- any injuries sustained by any youth participants or staff members, or any complaints received by WYSC regarding its operations and the resolution to such injuries or complaints
- copies of all brochures, newsletters, advertisements and other materials promoting the programs and activities of the WYSC
- a summary of all programs and activities proposed or scheduled for the upcoming year
- a summary of Board of Director's meetings and copies of the minutes

Wilmington Youth Sailing Center

MARKETING

The WYSC will continually market its youth programs and activities on its website: www.wilmingtonysc.org, on any subsequent Facebook page or other social media sites, through its partner youth organizations, local public and private schools, and regional LA Recreation & Parks community centers.

Program brochures and newsletters will be available for download on the Center's website and will be mailed upon request.

The Program Coordinator is in constant contact with youth partner organizations and other community organizations, local schools and community centers to encourage participation in the WYSC's youth programs.

Seasonal events, public boating courses and fundraising events will be promoted on the website and social media, through emails, at community meetings, marinas, yacht brokers and mailings and flyers.

Any WYSC advertising or promotional material that displays the City or Port of Los Angeles logo will be submitted to the Port's Public Relations Director for approval prior to distribution or electronic posting.

Funding strategies

To ensure sustainability of the WYSC and its programs, the corporation will employ a number of funding strategies throughout the year. Annual galas are a staple fundraising event and usually mean elegant, themed evenings that can include dinner, dancing, entertainment, silent auctions, raffles and more. They also require a committee of passionate and hard-working volunteers to carry out every aspect of planning, decorating, follow-up, clean-up and everything in between, including a significant monetary investment. During the first year of operations, WYSC will concentrate its efforts on developing its youth programs and curriculum with most of its fundraising efforts directed at applying for grants, online and mail solicitations and less expensive events.

WYSC's website will:

- provide information on how to register for an adult sailing, safe boating or navigational course and other community activities offered at the center
- promote any current fundraising events or funding goals for upcoming youth programs and activities in its online newsletter
- provide an online payment option for donations and registration fees
- provide information on how to donate boats, trailers and other items

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WYSC will periodically solicit sponsorships for certain events or for general donations through mailings of newsletters or solicitation letters.

Grants, other funding and in-kind donations will be requested through:

Foundation Grants from corporations such as:

Refineries – Valero, Tesoro, Phillips 66
Harbor Community Benefit Foundation
Perlman Foundation, California Community Foundation and other foundations

Funding for specific programs such as:

Environmental - DWP, NOAA, EPA, LA County
Maritime – USCG, terminal operators, maritime organizations
Sailing programs – DBW, US Sailing, AAU, other Athletic Associations

And through face-to-face meetings with the following:

Maritime industry – terminal operators, shippers, HAIC, ILWU, and other labor unions
Retailers – Target, WalMart, Costco, Lowe’s, Home Depot, AT & T
Marina operators, yacht clubs, boating associations
Boating equipment manufacturers, BoatUS and retail outlets such as West Marine

WYSC and partner youth organizations may also submit co-grant applications to better quality for certain programs.

The WYSC will hold a number of fundraisers throughout the year. The key to having a successful nonprofit fundraising event is by encouraging engagement while keeping it fun. Fundraising events may include:

Annual gala fundraising event: Recognition of young sailors and their accomplishments, sponsors and WYSC staff

Bi-annual events: On-the-water youth skills demonstrations

In addition to an admission fee which includes a meal, films and WYSC and guest speakers, any fundraising event could include the following:

- **50/50 Raffle:** The winning ticket splits the net ticket sales proceeds 50/50 with the organization
- **Silent Auctions:** Sponsors who donate auction items are recognized
- **Naming Rights Fundraiser:** 3 highest bidders will choose names (including their own name) to be painted on the hull of 3 junior sail-training boats
- **Luck of the Draw Fundraiser:** Event-goers purchase a “draw” ticket for \$100 and are guaranteed a one-of-a-kind piece of art that may be worth far more than the price of the ticket. As numbers are drawn at random, ticket holders have 30 seconds after their number is called to pick their choice of art.
- **Guessing Game Fundraiser:** Participants are given the opportunity to guess how many items are in a big jar and pay for each guess. Prize is donated.

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GoFundMe Account

- For a specific purpose, such as purchasing new junior boats or a program expansion, the corporation may set up a GoFundMe account, which has built-in connections to Facebook, Twitter & email that can reach a broad range of potential of donors quickly. As word of the campaign spreads it could draw local newspaper and TV stations looking for interesting stories. There is no cost to set up the account, GoFundMe will deduct a 5% fee and a 3% processing fee from each donation.

OPERATIONS

GENERAL POLICIES

Hours of Operation for the Permanent facility

Monday–Friday: Days 9AM – 6PM Winter, 7PM Summer (for youth sailing and educational programs)

Monday–Thursday: Evening’s 6PM – 10PM; meetings / events / boating safety classes

Saturday: 9AM – 10PM youth sailing & educational courses / meetings / events / boating safety classes

Sunday: 9AM – 6PM regattas / sailing / meetings / events

Thanksgiving Day thru New Year’s Day open for scheduled youth Science Classes

Closed Holidays: New Year’s Day, Thanksgiving and the Day After, Christmas Eve, Christmas Day

Closed: 11PM – 6AM daily

Hours of operation may be adjusted seasonally to meet activity demand. Meetings and events and USCGA adult boating safety and navigation courses shall not conflict with WYSC activities.

WYSC Program Schedule

The Wilmington Youth Sailing Center is making arrangements to begin Sailing programs and Science classes prior to the availability of a permanent facility.

Although it will impact the number of students the program can initially handle, WYSC plans to operate using the eight boat slips and a storage yard at Berths 202 and 203 as the interim boat storage facility. Classroom instruction, fundraising events, meetings and other activities can be conducted at Banning’s Landing; WYSC will work to arrange access with the Landing’s operator. Youth sailing and other on-the-water exercises and events will be conducted in slip 5 or in the outer harbor. Youth and sailing instructors will utilize the dock at Banning’s Landing to board the

Wilmington Youth Sailing Center

sail training boats until permanent slips are constructed. Use of the ramp at the former Colonial Marina will facilitate the launching and recovery of program boats between sessions.

Middle School Sailing Class

We estimate that we will be able to conduct 7 to 10 after school Sailing and Science classes by using facilities at the Boys & Girls Club for classroom instruction and Saturday classes on the water using the dock at Banning's Landing. Each class can accommodate 15 to 20 students.

During the summer our goal is to conduct 15 concurrent 2-week Sailing and Science Classes using the facilities at Banning's Landing for classroom instruction and conducting on-the-water sessions in the afternoon from the dock at Banning's Landing.

Adult Sailing Class

Beginning in the spring WYSC plans to offer evening classroom and afternoon on-the-water Sailing Classes to the local High Schools and Colleges. Working with school staff WYSC hopes to provide recreational opportunities and accredited classes for area students.

WYSC anticipates that classroom space will be available at the Banning's Landing Community Center to hold evening Adult Coast Guard Classes, Boating Skills and Seamanship, and Coastal Navigation Classes.

This summer, depending on the availability of dock space WYSC hopes to provide open Sailing Classes to Wilmington residents.

Wilmington Youth Sailing Center

Accommodations

No overnight accommodations will be provided at the interim WYSC facility. When available space is identified, shower and restroom facilities will be available to WYSC students, staff and visiting youth sailing teams during events.

Parking

Employees and guests shall park in designated parking lot spaces at Banning's Landing. Additional parking for WYSC events and community meetings will be available adjacent to the Landing.

YMCA or B&G Club passenger vans used for the daily transport of sailing center students, or a WYSC cargo van or trailer used to transport supplies, boats and boating equipment for regattas may occasionally be parked in the Landing's parking lot for several hours.

Outdoor Boat Storage / Trailers

Outdoor boat storage will be limited to boats used for programs, activities and to generate program revenue at the WYSC interim facility. No boats or trailers will be kept at the Banning's Landing facility when youth programs are not in session. Trailers used to transport WYSC boats or supplies will conform to the California Department of Motor Vehicle Code.

Boat Repairs / Maintenance

No new boat fabrication will occur on-site at the WYSC interim facility. Minor repairs to existing boats and equipment are permitted.

Wilmington Youth Sailing Center

SAFETY AND SECURITY

Every precaution will be taken by the WYSC staff and instructors to ensure the safety of students, volunteers and visitors. Students will be closely supervised and a copy of the rules and regulations will be included as part of the student registration packet.

WYSC staff will contact the Port Pilots and/or monitor Channel 73 during daily sail training exercises. Emergency contact information and procedures will be provided to all staff.

Agency Contacts

• Life threatening	9-1-1
• Marine radio (monitor only, do not use unless reporting emergency).....	Channel 16
• Port Pilots	Channel 73 or (310) 732-3805
• Marine Exchange	(310) 519-3134
• Marine Exchange (24-hour).....	(310) 832-6411
• Los Angeles Port Police (dispatch/hazmat/suspicious activities).....	(310) 732-3500
• Los Angeles Fire Department (Port of LA).....	(310) 548-7505
• U.S. Coast Guard (Nat'l Response Ctr spills/suspicious activities).....	(800) 424-8802
• Ocean-Blue Environmental (24-hour spill response/sunken vessels).....	(800) 990-9930
• America's Waterway Watch (report suspicious activities).....	(877) 249-2824
• Terrorist Threats.....	(877) 284-7328
• U.S. Coast Guard Operations Search and Rescue.....	(310) 732-2045
• U.S. Coast Guard - LA/Long Beach (non-emergency).....	(310) 521-3805
• Los Angeles Police Dept (LAPD Harbor Division).....	(310) 726-7700
• Dept of Water & Power (24-hour).....	(800) 342-5397
• Gas Company (24-hour)	(800) 427-2200
• Port of Los Angeles - construction & maintenance (24-hour).....	(310) 732-3550
• American Red Cross of Greater Los Angeles (local chapter).....	(310) 445-9900
• American Red Cross of Greater Los Angeles.....	(213) 739-5200
• California State Health Department	(916) 445-4171
• Centers for Disease Control and Prevention.....	(770) 488-7100
• Federal Emergency Management Agency (FEMA).....	(800) 621-3362
• California Dept of Fish & Game (pollution/poaching).....	(888) 334-2258

EMERGENCY INFORMATION / WEATHER ADVISORIES:

- Marine radio Channel 16 (monitor only unless reporting an emergency situation)
- VHF -FM marine weather Channel 7 or NOAA weather radio frequency: 162.525 MHz

Staff will use the following procedures when reporting any incident or emergency:

- Phone number - if you are not at the scene, also provide the number of someone who is
- Nature of the incident and current status - what, if any measures have been taken
- If medical emergency, name of distressed individual and apparent condition
- Address and directions
- Follow any instructions given by emergency operator

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Maintenance of Harbor Land and Water

The organization will develop and maintain a property control plan to safeguard and account for Port property and an annual maintenance schedule to prevent deterioration of facilities and equipment in accordance with all applicable local, federal, state or county statutes, ordinances and regulations when a permanent facility is constructed.

Interim Facilities

WYSC staff will ensure the storage lot at Berth 202 is kept free of weeds and debris. At Berth 203 staff will ensure the boat slips and dock are free of debris and that no WYSC-owned vessels are discharging hazardous materials into harbor waters. Should an incident occur, staff will immediately notify the Port Police hazmat unit and LAFD of any hazardous spill.

Staff will ensure that waste oil, used oil filters and oil absorbent pads are properly handled and disposed of at a used oil collection center.

WYSC shall be responsible for maintenance and repairs for any damage caused by WYSC to Port property under our control.

WYSC shall purchase and maintain all required portable ABC fire extinguishers and emergency equipment at the boat slips.

Banning's Landing

The organization will work with terminal operators in slip 5 to ensure landside and waterside facilities are maintained in a sanitary condition and to ensure that harbor waters and revetments are kept free of debris and obstructions.

WYSC staff will ensure best efforts to prevent discharge of hazardous materials from vessels, in accordance with all applicable Tariffs and regulations. Should an incident occur, whether from a WYSC vessel or an ocean carrier, staff will immediately notify the Port Police hazmat unit and LAFD of any hazardous spill.

Staff will encourage and participate in a recycling program at Banning's Landing.

PROGRAMS

PROGRAM GOALS AND OBJECTIVES

Mission Statement: *To operate a sailing facility in the Port of Los Angeles in partnership with regional broad-based youth organizations and schools that provides quality, environmental and marine-related, educational programs to at-risk and low income youth ages 8-18 with a principal focus on the Wilmington community.*

Working with underserved LA area youth, our mission is to instill a sense of confidence, a desire for knowledge, and a vision for their future success through an introduction to sailing, science, and environmental awareness.

The Wilmington Youth Sailing Center will provide:

- Year-round after school, weekend and summer sailing courses and recreational activities in a positive, safe and fun environment
- Group involvement and on-the-water exercises that focuses on youth development of self-esteem, respect, responsibility, discipline, self-reliance, team-building and management skills
- CPR and First Aid classes through the Wilmington YMCA to give students life-saving skills
- Training in basic water safety, safe boating practices, emergency procedures, proper boat maintenance and environmental awareness
- Student transportation to and from the WYSC through its partner youth organizations to eliminate barriers to participation
- Guest speakers, facility and vessel tours through the Port and maritime industries to introduce students to maritime career opportunities and the Port's historical and global significance
- Workshops and excursions to educate students on the marine environment and how to protect it
- Accredited maritime and environmental certification courses to be developed in conjunction with the International Trade Academies (ITEP) at Banning, San Pedro and Carson High Schools to help reduce the costs of higher education.

Wilmington Youth Sailing Center

- An opportunity for students to participate in local and regional competitions and events by networking with other sailing organizations such as Cabrillo Beach and Los Angeles Yacht Club's Junior Sailing Programs and the US Sailing Center in Alamos Bay, Long Beach
- Through the partnership with the TopSail Youth Program, students will participate in day sails, learning to operate the LA Maritime Institute's brigantines or the *Swift of Ipswich* that will offer day sails and overnight stays at Banning's Landing as part of the TopSail Youth Program and dockside program for the youth of Wilmington. As children progress through the center's programs they will be able to take the knowledge from smaller boats to the larger more challenging team effort and learn that aspect, providing a more balanced education. As they become accomplished sailors they can move up into volunteer status with the TopSail program or the sailing center and give back to the community by inspiring other at-risk youth.
- A variety of community sailing courses for teens and adults
- USCG Boating Skills & Seamanship and Navigation Courses

SAILING COURSES

Capacity

The instructional classes and activities will be developed and scheduled in a manner which will ensure compliance with the maximum allowable daily use requirement. The maximum use will be restricted through classroom capacity and development of programs that determine participation in various activities.

The WYSC Staff will make the best use of facilities available to maximize the number of students we serve. Instructions and demonstrations may also be conducted in an outdoor classroom, on-the-water, and at off-site facilities.

Classroom Instruction

The Sailing and Science and 'Rain Rivers and the Ocean' programs are incorporated in all Level 1 Sailing Courses and include structured activities designed to introduce discovery and critical thinking skills. Students work in groups to develop the approach they will use to solve the problem presented by the instructor. Each class session builds on skills and knowledge gained in previous modules. The classroom sessions help students develop skills they will use in the sailing exercises and a better understanding of the Marine Environment - wind, weather and currents, and the Science and Technology involved in the design and navigation of vessels.

Sailing and Science is a 60-hour program that includes 40 hours of classroom discovery in Science, Technology, Engineering and Math (S.T.E.M.) in addition to on-the-water instruction tailored to Middle School students. This program encourages students to stay in school and to consider careers in Science and Technology and math.

Wilmington Youth Sailing Center

'**Rain, Rivers and the Ocean**' is an Environmental program that introduces fifth and sixth grade students to the impact that cities and industries have on our rivers and the ocean. This class begins the discussion of the Earth's Finite Resources and their distribution and is an introduction to Sustainable Living and conservation.

Sailing Programs / Levels 1 - 4: Classroom sessions include sailing instruction followed by on-the-water practice, workshops or guest speakers. Classes may include two age groups that are at the same Level, i.e., 2 groups of 15 students ages 11-13 & ages 14-16 at Level 2 would receive the same instructions in the classroom, but would have separate sailing instructors on-the-water.

Sailing Programs / Keelboat Levels 1-3: Class sizes for these 16-hour courses is 10 students 16 years or older. Courses include classroom, outdoor and on-the-water instruction. Sailing and on-the-water instruction will primarily be conducted in the outer harbor.

Sailing Programs / Racing & Regattas: Classes consist of 10-15 students and run concurrent with other sailing programs. Courses include classroom, outdoor and on-the-water instruction. On-the-water instruction and racing exercises will primarily be conducted in the outer harbor.

Maritime and Environmental Certification courses: These 32-hour 2-month courses are designed for 10 students per day. Due to limited classroom space these courses may be conducted during school hours, on weekends or in the evenings. Courses include workshops, guest speakers, and off-site classes and tours.

Teen and Adult Sailing Programs: boating safety courses, beginning through advanced sailing, keel boat sailing, cruising and environmentally conscious boat maintenance techniques.

USCGA Boating Skills & Seamanship (BS & S): Proposed fee \$45 + cost of training materials (approx. \$15). Includes course exam and USCGA certificate

- These 8-week U.S. Coast Guard Auxiliary safe boating courses are for boat owners. In addition to boating safety, boat owners receive a comprehensive chart reading module that will enable them to better understand the USCGA Navigation course.

USCGA Navigation (Nav): Proposed fee \$30 + cost of materials. Includes course exam and USCGA certificate

- This course covers invaluable navigational tools that a boat owner can use if electronic instruments are inoperable or unavailable.

Wilmington Youth Sailing Center

RULES AND GUIDELINES

Life jackets shall be worn by all sailors while on the docks and on the water. The center's sailing programs, tours and events are voluntary. Upon enrollment students will be required to sign a release of liability to help teach students to take personal responsibility for their actions and the property of others.

Individuals participating in events and activities at the Wilmington Youth Sailing Center are expected to abide by the following rules and guidelines and will be required to sign this 'Rules and Guidelines' form.

Rules:

- Being under the influence or in possession of alcohol or illicit drugs during program hours or while away competing at regattas is strictly prohibited.
- Life jackets shall be worn by all sailors while on the docks and on the water. Life jackets shall be worn outside all clothing and foul weather gear. Except that a thin T-shirt may be worn over the life jacket to prevent snagging on lines and equipment.
- Always be courteous to Sailing Center staff, guests, and other students.
- No talking in class while coach is talking.
- No foul, sexist, or obscene language is allowed.
- No horse play: chasing, water fights, pushing people in water, misuse of equipment, etc.
- No eating in classroom.
- Always throw trash away in trash bin.

Guidelines:

The Wilmington Youth Sailing Center is not responsible for any lost, stolen or broken valuables. It is recommended that valuables be left at home!

All found items will be placed in the Lost & Found. Any item left in the Lost & Found for more than 15 days will become property of the Sailing Center.

Sailing Center life jackets must be checked out/in and stowed properly after use. Students can provide their own life jackets.

The operations of the WYSC shall follow the best practices of the US Sailing Association and comply with all local, state and federal regulations.

Wilmington Youth Sailing Center

Safety & Security: Staff will communicate with the Port Pilots to ensure WYSC vessels do not impede any ship movements or create a hazard. WYSC on-the-water or scheduled on-the-water activities will be adjusted according to Port vessel movements or scheduled operations, including dredging operations.

Staff will monitor the Marine Exchange for notification of changes in the schedule of vessel arrivals and departures including those in the Port of Long Beach to ensure any small boat excursions, regattas or training exercises do not conflict with ship movements or create a hazard.

All program boats meet or exceed USCG, Federal, State and Local safety requirements and will have all required safety equipment for their operation areas. Operators of chase boats will carry a radio and cell phone.

All on-the-water activities will be supervised by adults who are monitoring the Port Pilot channel to ensure commercial traffic is not disrupted.

All activities at the center will be supervised by the Executive Director or Assistant Executive Director. All beginning sail training will be conducted in slip 5. All activities on the water will be supervised by the Head Sailing Coach. A sailing instructor in a chase boat will accompany each class up to a maximum of 15 students in 5 boats. In Sailing Regattas the ratio of support boats to participant boats may be 10 competitors for each support boat.

All youth and adults must provide evidence that they can swim before participating in any on-the-water activities. All children, sailing instructors and volunteers will wear lifejackets on the docks and on the water.

All students and instructors' volunteer assistants will be required to take a safe boating course and comply with all local, state and federal regulations.

Wilmington Youth Sailing Center

Wilmington Youth Sailing Center

Start up Costs

2017 Interim Facility

Mfgr & product description Qty Unit price Total Permanent Facility Total Current Inventory

Modular/trailer units (purch or 4-year lease)

Shower/restroom 12x60 (3 showers ea/locker room) 720 sf
 Offices 24x60 (4 offices, conf rm, classroom, restroom) 1440 sf
 incl delv, tie-down, skirting, steps (no util hookups)
 utility hookups
 Concrete pads (3000 sf approx 50 yds, 6" thickness)
Total modular units (not incl in total start up costs)

1	\$	35,000.00		
1	\$	50,000.00		
2	\$	6,000.00		
	\$	15,000.00		
	\$	106,000.00		

Yard Equipment & boat storage

Seitech 72003 boat rack Box - B* size Sailboats
 75"Wx63"Lx34"D (D=freeboard) (2-high 8 boats)
 shipping & handling
 Seitech 72000 boat rack Box - 2 - A* size Sailboats
 65"Wx63"Lx24"D (2-high 16 boats)
 shipping & handling
 Brownell Heavy Duty Steel Boat Dollies BD2
 Brownell powerboat stands MB-3 (16-25' boats, up to 2' draft)
 Sternmaster outboard motor dolly
 Dutton-Lainson 6 Amp, 120V, 4000#, winch w/ Remote, 90' cable
Total Yard equipment & boat storage

4	\$	715.00	\$	2,860.00
4	\$	100.00	\$	400.00
8	\$	715.00	\$	5,720.00
8	\$	90.00	\$	720.00
2	\$	620.00	\$	1,240.00
4	\$	136.00	\$	544.00
1	\$	389.00	\$	389.00
1	\$	850.00	\$	850.00
			\$	12,723.00

Shop & maintenance equipment

Arrow Murryhill 14 ft. x 31 ft. (434 sf) Vinyl Storage Bldg -w/o floor
 base/floor (7 yds, 6" thickness)
 assembly & electric/water hookups
 Kenmore 30-pt. Dehumidifier w/ Electronic Controls
 Husky steel storage shelving unit 60"Wx78"Hx18"D
 tools - hand & power
 U.S. General roller tool cabinet, 44", 13 Drawer

1	\$	4,149.00	\$	4,149.00
	\$		\$	2,500.00
	\$		\$	6,000.00
1	\$	200.00	\$	200.00
2	\$	100.00	\$	200.00
1	\$	400.00	\$	3,000.00
			\$	400.00

Wilmington Youth Sailing Center

Start up Costs

2017 Interim Facility

Mfgr & product description	Qty	Unit price	Total	Current Inventory
RIDGID 14-Gal. Professional Wet/Dry Vac generator, wrkbench, ladder, dock carts, battery charger, etc	1	\$ 100.00	\$ 100.00	
Alera acrylic task chair	1	\$ 110.00	\$ 110.00	\$ 1,500.00
Total Shop & maint equip		\$	\$ 16,659.00	
Program - boats & equipment				
Opti Pro Racers (8')	4	\$ 4,200.00	\$ 16,800.00	
Sabots & Opti's donated	10			
Hunter JY15 (15')	5			\$ 15,540.00
Trailax boat dolly Model SUT-300-U (adj bunk style)	5	\$ 504.00	\$ 2,520.00	
Opti dolly	12	\$ 295.00	\$ 3,540.00	
Spare boat parts/sails		\$	\$ 3,000.00	
Boston Whaler -Montauk 15' or 17' (chase boats)	2	\$ 9,500.00	\$ 19,000.00	
Honda 15HP, 4-stroke outboard motor	2	\$ 4,000.00	\$ 8,000.00	
boat trailer 17-20ft single-axle	1	\$ 1,500.00	\$ 1,500.00	
Hull Gard fenders - 20"	8	\$ 30.00	\$ 240.00	
Nylon Dock Line 3/8" & 1/2" - 15' & 25'	4	\$ 100.00	\$ 400.00	
Marinco EEL Shore Power Cordset, 30A/125V, 12'	1	\$ 75.00	\$ 75.00	
Marinco EEL Shore Power Cordset, 30A/125V, 25'	1	\$ 90.00	\$ 90.00	
Total Program - boats & equip		\$	\$ 55,165.00	
Safety equipment				
ICOM M73 Submersible Handheld VHF radio	5	\$ 200.00	\$ 1,000.00	
Action Reflex life vests - youth & adult (60 purch/60 donated)	60	\$ 50.00	\$ 3,000.00	
Lifesling2 - overboard floatation collar w/line	4	\$ 160.00	\$ 640.00	
KIDDE Dry chemical fire extinguishers B-C	4	\$ 30.00	\$ 120.00	
West Marine boat hooks	4	\$ 32.50	\$ 130.00	
Total Safety equipment		\$	\$ 4,890.00	

Wilmington Youth Sailing Center

Start up Costs

2017 Interim Facility

Mfgr & product description	Qty	Permanent Facility		Current Inventory
		Unit price	Total	
Classroom				
Norwood blow-molded plastic folding tables 30"W x 96"L	8	\$ 90.00	\$ 720.00	
Nat'l Public Seating 300 Series steel folding chairs	50	\$ 16.00	\$ 800.00	
Best-Rite double-sided dry erase board 6'W x 4'H	1	\$ 450.00	\$ 450.00	
HP - Pavilion 17.3" Laptop - 4GB Memory - 750GB Hard Drive	1	\$ 400.00	\$ 400.00	
Microsoft Office Professional 2013 for Windows	1	\$ 240.00	\$ 240.00	
Adobe Photoshop & Premiere Elements 11 for Windows	1	\$ 120.00	\$ 120.00	
Epson - EX7210 WXGA 3LCD Projector	1	\$ 600.00		
Sony - DVD Player with HD Upconversion	1	\$ 50.00	\$ 50.00	
GoPro - HERO3 HD Camcorder	1	\$ 250.00	\$ 250.00	
Panamax - 8-Outlet Power Conditioner/ Surge Protector	1	\$ 120.00	\$ 120.00	
Total Classroom		\$	\$ 3,150.00	
Offices				
AT&T SynJl phone system- 4 line, corded base, 5 cordless handsets	1	\$ 850.00	\$ 850.00	
Novatel Wireless WiFi Liberate (AT&T Mobile Hotspot)	1	\$ 150.00	\$ 150.00	
Bestar Connexion L Desk w/lateral file pedestal	2	\$ 650.00	\$ 1,300.00	
HON basyx managers mahogany office suite	1			\$ 1,480.00
HON basyx managers chair, black	1	\$ 340.00	\$ 340.00	
Allsteel rotary arm chairs - TR Trading	3	\$ 25.00	\$ 75.00	
walnut desk - TR Trading Co.	1	\$ 300.00	\$ 300.00	
conference table & chairs mahogany				\$ 1,400.00
Staples® Vertical File Cabinet, 26-1/2", 4-Drawer, Legal Size, Putty	1	\$ 250.00	\$ 250.00	
Staples® HL8000 Comc'l 42" Wide 4-dr Lateral File Cabinet	1	\$ 580.00	\$ 580.00	
HP - Pavilion 23" All-In-One Computer - 4GB Memory - 1TB HD	3	\$ 550.00	\$ 1,650.00	
HP - Pavilion 17.3" Laptop - 4GB Memory - 750GB Hard Drive	1	\$ 400.00	\$ 400.00	
Norton Anti-Virus 2016 for Windows	1	\$ 90.00	\$ 90.00	
Microsoft Office Professional 365 for Windows	5	\$ 240.00	\$ 1,200.00	
Adobe Photoshop & Premiere Elements 11 for Windows	1	\$ 120.00	\$ 120.00	

Wilmington Youth Sailing Center

Income / Expense 2017 - 2020

	Notes	2017	Notes	2018	Notes	2019	Notes	2020	4-year totals
Revenue									
Beginning bank balance 1/1/17		\$ 52,130.00							
Port (mitigation funds)		incl in begin bal		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00	\$ 150,000.00
Foundation Grants	2-3 grants	\$ 25,000.00	2-3 grants	\$ 30,000.00	3-4 grants	\$ 50,000.00	3-4 grants	\$ 70,000.00	\$ 175,000.00
Maritime grants/sponsorships						\$ 20,000.00		\$ 40,000.00	\$ 60,000.00
Environmental grants/sponsorships								\$ 20,000.00	\$ 20,000.00
DBW grants								\$ 40,000.00	\$ 40,000.00
Corp Sponsorships		\$ 10,000.00		\$ 18,000.00		\$ 20,000.00		\$ 30,000.00	\$ 78,000.00
Fundraising events	2-3 events	\$ 25,000.00	2-3 events	\$ 40,000.00	3 events	\$ 60,000.00	3-4 events	\$ 80,000.00	\$ 205,000.00
GoFundMe/other events or sales		\$ 15,000.00		\$ 18,000.00		\$ 18,000.00		\$ 20,000.00	\$ 71,000.00
Boating courses - regis fees		\$ 800.00		\$ 1,200.00		\$ 1,500.00		\$ 1,500.00	\$ 5,000.00
Facility rental									\$ -
Sale donated boats		\$ 3,000.00		\$ 8,000.00		\$ 12,000.00		\$ 15,000.00	\$ 38,000.00
Total Revenue		\$ 130,930.00		\$ 165,200.00		\$ 231,500.00		\$ 366,500.00	\$ 842,000.00
Cost of Sales									
Commission-grants						\$ 2,000.00		\$ 4,000.00	
Boat regis/repairs		\$ 1,000.00		\$ 1,800.00		\$ 2,000.00		\$ 2,500.00	
Total COS		\$ 1,000.00		\$ 1,800.00		\$ 4,000.00		\$ 6,500.00	\$ 13,300.00
Gross Profit		\$ 129,930.00		\$ 163,400.00		\$ 227,500.00		\$ 360,000.00	\$ 828,700.00
Expenses									
Administrative									
Executive Director		\$ 16,000.00		\$ 18,000.00		\$ 60,000.00		\$ 60,000.00	
Asst Executive Director							mid-year	\$ 16,000.00	
P/T receipt/secretary							mid-year	\$ 5,000.00	
Medical Insurance						\$ 2,400.00		\$ 4,400.00	
Employer Payroll costs		\$ 1,320.00		\$ 1,520.00		\$ 5,000.00		\$ 7,640.00	
Total Admin		\$ 17,320.00		\$ 19,520.00		\$ 67,400.00		\$ 93,040.00	\$ 197,280.00
Promotional/Adv									
Fundraising exps		\$ 2,000.00		\$ 7,000.00		\$ 8,000.00		\$ 8,500.00	
Website (incl eNewsletter)		\$ 500.00		\$ 600.00		\$ 650.00		\$ 700.00	
Brochures/flyers		\$ 400.00		\$ 500.00		\$ 800.00		\$ 800.00	
Postage/delivery		\$ 400.00		\$ 600.00		\$ 750.00		\$ 800.00	
Total Promo		\$ 3,300.00		\$ 8,700.00		\$ 10,200.00		\$ 10,800.00	\$ 33,000.00

Wilmington Youth Sailing Center

Income / Expense 2017 - 2020

	Notes	2017	Notes	2018	Notes	2019	Notes	2020	4-year totals
Program Costs									
Head sailing/racing coach		\$ 42,000.00		\$ 42,000.00		\$ 24,000.00		\$ 48,000.00	
Sailing/class instrs	2 instr	\$ 18,500.00	2 instr	\$ 18,500.00	2 instr	\$ 19,000.00	2 instr	\$ 20,000.00	
Program Coordinator	mid-year	\$ 15,000.00		\$ 30,000.00		\$ 30,000.00		\$ 32,000.00	
Payroll costs		\$ 7,200.00		\$ 8,680.00		\$ 7,520.00		\$ 9,580.00	
Medical Insurance		\$ 2,400.00		\$ 4,200.00		\$ 2,800.00		\$ 4,800.00	
CPR/First Aid YMCA (new students)		\$ 8,000.00		\$ 9,000.00		WYSAC staff		WYSAC staff	
O/S cert costs-maritime						\$ 10,000.00		\$ 20,000.00	
O/S cert costs-environ								\$ 10,000.00	
Classroom mat'l's		\$ 1,800.00		\$ 2,000.00		\$ 2,200.00		\$ 3,500.00	
Snacks & incidentals		\$ 360.00		\$ 400.00		\$ 700.00		\$ 1,100.00	
Rent/lease - chase boats		\$ 3,000.00		\$ 3,000.00		\$ 5,000.00		\$ 5,000.00	
Main/fuel - chase boats		\$ 1,700.00		\$ 1,800.00		\$ 2,700.00		\$ 2,800.00	
R/M program boats		\$ 600.00		\$ 1,000.00		\$ 1,800.00		\$ 2,200.00	
Regattas/ sailing events				\$ 500.00		\$ 1,500.00		\$ 2,000.00	
Transportation costs						\$ 2,000.00		\$ 3,000.00	
Total Program Costs		\$ 100,560.00		\$ 121,080.00		\$ 109,220.00		\$ 163,980.00	\$ 494,840.00
Operating Costs									
contract svcs grounds/dock maint									
Insur - Wrkrs comp (maritime)		\$ 2,640.00		\$ 3,000.00		\$ 4,500.00		\$ 6,000.00	
Insur - Bus/liability/O&D		\$ 4,000.00		\$ 5,000.00		\$ 7,000.00		\$ 8,000.00	
Accountant - corp filings								\$ 2,000.00	
Office supplies		\$ 300.00		\$ 800.00		\$ 1,000.00		\$ 1,500.00	
Telephone/Internet/fax		\$ 540.00		\$ 800.00		\$ 1,000.00		\$ 1,300.00	
Utilities & trash disposal								\$ 1,000.00	
R/M shop/office equip		\$ 300.00		\$ 1,000.00		\$ 1,500.00		\$ 1,000.00	
Maintenance bldg / docks								\$ 1,600.00	
Maint./janitorial supps		\$ 7,780.00		\$ 10,600.00		\$ 15,000.00		\$ 22,400.00	
Total Oper Costs		\$ 128,960.00		\$ 159,900.00		\$ 201,820.00		\$ 290,220.00	\$ 55,780.00
Total Expenses		\$ 128,960.00		\$ 159,900.00		\$ 201,820.00		\$ 290,220.00	\$ 780,900.00
Income less Exp		\$ 970.00		\$ 3,500.00		\$ 25,680.00		\$ 69,780.00	\$ 47,800.00
Cash balance forward		\$ -		\$ 970.00		\$ 4,470.00		\$ 30,150.00	
Total cash available		\$ 970.00		\$ 4,470.00		\$ 30,150.00		\$ 99,930.00	

Wilmington Youth Sailing Center

Income / Expense 2017 - 2020

Notes 2017 Notes 2018 Notes 2019 Notes 2020 4-year totals

Youth program participants 2017- 2020

	Sailing	Maritime Cert	Environ Cert	Total students	Avg cost p/stu
Total students year 2017	300			300	\$ 436.00
Total students year 2018	400			400	\$ 400.00
Total students year 2019	500	20		520	\$ 388.00
Total students year 2020	600	40	20	660	\$ 440.00
Total students 4 years	1800	60	20	1880	\$ 416.00 avg cost p/student

Exhibit "D"

To	From
	BOARD OF HARBOR COMMISSIONERS
	EXECUTIVE DIRECTOR
	DED & CHIEF OF STAFF
	DED & CHIEF FINANCIAL OFFICER
	CHIEF OF PUBLIC SAFETY & EMERG MGT
	DED - MKTG & CUSTOMER RELATIONS
	DED - DEVELOPMENT
	SR DIRECTOR, COMMUNICATIONS
	SR DIRECTOR, GOVERNMENT AFFAIRS
	ACCOUNTING
X	CARGO/ INDUSTRIAL REAL ESTATE
	CARGO MARKETING
	CITY ATTORNEY
	COMMISSION OFFICE
	COMMUNITY RELATIONS
	CONSTRUCTION
	CONSTRUCTION & MAINTENANCE
	CONTRACTS & PURCHASING
	DEBT & TREASURY MANAGEMENT
	EMERGENCY MANAGEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

OFFICE MEMORANDUM

January 23, 2017

To	From
X	ENGINEERING
	ENVIRONMENTAL MANAGEMENT
	FINANCIAL MANAGEMENT
	GOODS MOVEMENT
	GRAPHICS
	HUMAN RESOURCES
	INFORMATION TECHNOLOGY
	LEGISLATIVE AFFAIRS
	MANAGEMENT AUDIT
	MEDIA RELATIONS
X	PLANNING & STRATEGY
	PORT PILOTS
	PORT POLICE
	RISK MANAGEMENT
	TRADE DEVELOPMENT
X	WATERFRONT/ COMM REAL ESTATE
	WHARFINGERS
CC	John Ibrahim/ Engineering

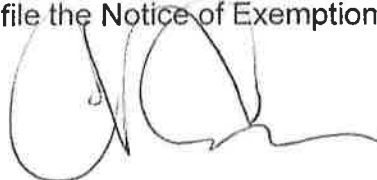
SUBJECT: ENVIRONMENTAL ASSESSMENT

The environmental assessment for the following:

WilmYouthS - Request for an Operating Agreement

as requested by Planning Division on January 20, 2017, has been completed. We have determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article III Class 4(6), of the Los Angeles City CEQA Guidelines. A Notice of Exemption was prepared and will be filed with the County and City Clerk's offices upon issuance of a Coastal Development Permit, Engineering Construction Permit or any lease/ entitlement. This CEQA determination is based upon the inclusion of the attached permit conditions.

If this project does not involve Board action, please notify this office upon issuance of any permit or entitlement so that we may file the Notice of Exemption.



CHRISTOPHER CANNON
 Director of Environmental Management

CC: LM:TT
 APP No.: 160406-045

Notice Of Exemption

To: Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 22
Sacramento, CA 95812-3044

From: Los Angeles Harbor Department
425 S. Palos Verdes St.
San Pedro, CA 90731

County Clerk
County of Los Angeles

Project Title: WilmYouthS - Request for an Operating Agreement

Project Location - Specific: Berths 204

Project Location - City: Los Angeles Project Location - County: Los Angeles

Description of Project:

Operating Agreement for continued temporary use of B 240 for 1) storage of sailing equipment in a 40- foot container 2) storage of a trailer containing office furniture 3) storage of sailboats and trailers and 4) use of 8 slips for mooring keel boats. Scope also includes use of public docks at Banning's Landing for launch and retrieval of boats for sailing classes.

Name of Public Agency Approving Project: Los Angeles Harbor Department

Name of Person or Agency Carrying Out Project: Wilmington Youth Sailing Center

Exempt Status (check one)

- Ministerial (Sec. 21080(b) (1); 15268);
- Declared Emergency (Sec. 21080(b) (3); 15269(a));
- Emergency Project (Sec. 21080(b) (4); 15269(b) (c))
- Categorical Exemption. State type and section number: 4(6)
- Statutory Exemptions. State code number:

Reasons why project is exempt:

Temporary use of land having no permanent effects on the environment.

Lead Agency
Contact Person: Tara Tisopulos Area Code/ Telephone/ Extension: 310 732-3675

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Christopher Cannon Date: 01/23/2017 Title: Director of Environmental Management

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR: _____

Wilmington Youth Sailing Center Environmental Permit Conditions

1. Prohibit all water activities, including sailing exercises for 96 hours following a storm event to minimize potential for exposures to waterborne pathogens.
2. Premises shall be cleaned and maintained regularly including controlling trash, debris, and other waste.
3. Boat rinsing with clean tap water is acceptable, however, no soaps or solvents.
4. Report any spills to Port Police and EMD (310) 732-3675.
5. Do not store any hazardous, universal, and non-hazardous wastes onsite.
6. No container, equipment, or vehicle washing or rinsing.
7. No wet repair or wet maintenance (i.e., involving liquids) is allowed on the Premises.
8. Following any unplanned emergency release of liquid or waste, areas shall be cleaned up immediately using dry cleaning methods.
9. No fueling operations are allowed on the Premises.

1/23/17

EXHIBIT E

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 to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

EXHIBIT F - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

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

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

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

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

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

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

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

EXHIBIT G

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

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov 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 N/A. 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.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

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 and LBPP requirements. 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.

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.

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

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."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

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.

Contractor Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____
Contract Title: _____
Business Name: _____ Award Total: \$ _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
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
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
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
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

Contractor Description Form

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
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
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
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
(Circle all that apply)
Local Business Enterprise: YES _____ No _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____