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**CITY OF LONG BEACH FIRE DEPARTMENT
NON-EXCLUSIVE LISTING AGREEMENT FOR
VESSEL FIREFIGHTING RESPONSE PLANS**

THIS AGREEMENT is made and entered, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on December 3, 2013, by and between The Long Beach Fire Department ("LBFD") through the City of Long Beach ("CITY") and MARINE RESPONSE, LLC, a limited liability corporation with a business address of 15894 Diplomatic Plaza Drive, Houston, TX 77032("RESOURCE PROVIDER").

1. RECITALS

1.1 City's Fire Department ("LBFD") regularly provides marine firefighting and emergency rescue services in the Port of Long Beach and Port of Los Angeles (collectively, the "ports of San Pedro Bay" or the "ports").

1.2 LBFD receives requests from the Captain of the Port and other entities from time to time to provide such firefighting and emergency response services outside of the ports.

1.3 Part 155 of Title 33 of the United States Code of Federal Regulations ("CFR"), entitled "Salvage and Marine Firefighting Requirements; Vessel Response Plans for Oil," requires that vessel owners and operators ensure that adequate response resources are available to respond to incidents involving a potential or actual fire, to prevent loss of life, damage or destruction of the vessel, and damage to the marine environment ("Vessel Incident").

1.4 The CFR prohibits vessels from handling, storing, transporting or transferring oil without a plan meeting the requirements set forth in 33 CFR §55.1035, filed in accordance with 33 CFR § 155.1040, and approved by the United States Coast Guard ("Vessel Response Plan").

1.5 33 CFR § 1015 requires vessel owners and operators to identify and ensure, through a contract or other approved means, the availability of response resources.

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1 1.6 RESOURCE PROVIDER is a marine fire fighting, hazardous material
2 response and salvage company.

3 1.7 RESOURCE PROVIDER has identified LBFD as an entity that
4 responds to Vessel Incidents (“Vessel Response Resource”), that can provide marine
5 response resources required in a Vessel Response Plan including ship-board marine
6 firefighting (using water or foam for fire suppression), the stabilization and ballasting of
7 vessels, and the mitigation of hazardous materials release (“Marine Response Assets”).

8 1.8 RESOURCE PROVIDER has requested that LBFD enter into an
9 agreement with RESOURCE PROVIDER for submission to the Coast Guard to satisfy
10 planning requirements as part of the Salvage and Marine Firefighting portion of Vessel
11 Response Plans. This Agreement does not alter or have any impact on existing or
12 proposed LBFD resources and response capabilities.

13 **2. LISTING OF LBFD**

14 2.1 Authorization to List. RESOURCE PROVIDER is authorized to
15 identify LBFD as a Vessel Response Resource in the Geographic Specific Appendix to
16 Vessel Response Plans submitted by RESOURCE PROVIDER that is part of the clients’
17 Vessel Response Plans on behalf of its clients.

18 2.2 Non-Exclusive Listing. This Agreement is non-exclusive.
19 RESOURCE PROVIDER and LBFD reserve the right to enter into other agreements for
20 Vessel Response Resources.

21 2.3 LBFD Marine Response Assets. The Marine Response Assets
22 LBFD currently maintains and operates include multiple fireboats, each with at least Ten
23 Thousand (10,000) gallons per minute capability, life guard maritime resources,
24 hazardous material response teams, urban search and rescue teams and paramedics as
25 well as land based resources. LBFD is also the primary conduit for local events requiring
26 responders from other fire agencies utilizing the California Master Mutual Aid Plan.

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1 **3. VESSEL INCIDENT RESPONSES AND RESPONSIBILITIES**

2 3.1 RESOURCE PROVIDER shall first request that LBFD, as a listed
3 Vessel Response Resource, respond to a Vessel Incident with Marine Response Assets.
4 The RESOURCE PROVIDER may also dispatch its own or privately hired commercial
5 firefighting personnel and equipment. These additional responses at the incident will be
6 under the direction of the established incident command / unified command. It will be
7 determined by LBFD if these additional private resources are compliant with minimum
8 acceptable training and safety standards as described by the U.S. Coast Guard. LBFD
9 retains full operational authority to utilize these resources as well as developing the
10 response plans. LBFD also retains full operational discretion in determining whether to
11 respond to a Vessel Incident, and it is not obligated by virtue of this Agreement or listing
12 in a Vessel Response Plan to respond to any Vessel Incident. It is understood that
13 LBFD's response to a Vessel Incident is subject to LBFD's availability of resources that
14 may be encumbered by prior responses or triaged responses.

15 3.2 Incident Command / Unified Command. Incident command at a
16 Vessel Incident shall be in accordance with applicable federal, state, and/or City incident
17 command procedures. Nothing contained in this Agreement, nor RESOURCE
18 PROVIDER's dispatch of commercial firefighting personnel and equipment, shall be
19 deemed to supersede the operational authority of LBFD. Within the City's jurisdictional
20 boundaries LBFD shall be the Incident Commander or lead agency within a unified
21 command until an acceptable plan for command transfer is developed.

22 **4. REIMBURSEMENT**

23 4.1 Reimbursement. If LBFD responds to a Vessel Incident covered by
24 the RESOURCE PROVIDER, LBFD shall be entitled to reimbursement on a time and
25 materials basis by RESOURCE PROVIDER for costs incurred, including utilization of any
26 LBFD Marine Response Assets, and City's out-of-pocket costs for labor, materials,
27 supervision, supplies, tools, taxes, transportation, administration and personal expense
28 and other reasonable indirect or overhead expenses allocated pursuant to City's standard

1 work order charges in effect at the time of the incident.

2 4.2 Claims. Subject to Clause 11 below, nothing in this Agreement shall
3 be construed to preclude or limit City, LBFD, their officers, employees or agents, from
4 claiming against any responsible parties for any loss or injury sustained by LBFD in
5 response to a Vessel Incident.

6 **5. DRILLS, EXERCISES AND TRAINING**

7 5.1 Drills and Walk-Throughs. RESOURCE PROVIDER shall invite
8 LBFD to participate in drills and/or exercises directly related to marine fire and casualty
9 response as they occur. RESOURCE PROVIDER shall also assist with, when requested
10 by LBFD, securing a walk-through on vessels listed pursuant to subparagraph 2.1 above
11 when the vessel is in port in San Pedro Bay.

12 5.2 The RESOURCE PROVIDER shall provide digital copies of the
13 vessel's Fire Control Plans to the LBFD upon request from the LBFD and only after
14 authorization for such provision is obtained from the Plan Holder (vessel owner/operator).
15 The RESOURCE PROVIDER will secure such authorization. The LBFD agrees to use
16 these plans for internal training and response. These plans are considered proprietary
17 information by the RESOURCE PROVIDER and the LBFD agrees not to release these
18 plans to any entity outside the LBFD without the express permission of the Plan Holder.
19 These plans will be provided to the LBFD in pdf format through a secure link or other
20 acceptable electronic means agreed upon by both parties.

21 5.3 The RESOURCE PROVIDER shall provide the LBFD a list of marine
22 firefighting assets that can be mobilized to the LBFD's jurisdiction within the response
23 planning timeframes required by the Salvage and Marine Firefighting Regulations (33
24 CFR 155). The RESOURCE PROVIDER will also provide the LBFD access to the
25 RESOURCE PROVIDER's Geographic Specific Appendix database for Coast Guard
26 Captain of the Port for Los Angeles/Long Beach. These will be used by LBFD for
27 planning purposes. This information will be provided to the LBFD in pdf format through a
28 secure link or other acceptable electronic means agreed upon by both parties.

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6. TERM AND TERMINATION

6.1 Effective Date. This Agreement shall take effect on the date signed by LBFD.

6.2 Term. This Agreement shall remain in effect for a term of five (5) years. This Agreement may be extended by a writing signed by authorized representatives of the parties.

6.3 Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, to the designee for receipt of such notices, set forth in paragraph 7, below.

7. NOTICES

7.1 Vessel Incidents. Notification of Vessel Incidents and request for LBFD Marine Response Resources shall be made with the 911 system or U.S. Coast Guard standard procedures.

7.2 Other Notices. Any notice pursuant to this Agreement shall be given or made to the respective parties, by hand delivery; certified mail; or mail; to the following representatives, or such other representatives that the parties designate in writing:

To LBFD:
Fire Chief
Long Beach Fire Department Headquarters
3205 Lakewood Blvd.
Long Beach, CA 90808

With a copy to Resource Provider:
Samina Mahood
General Manager
Marine Response Alliance, LLC
15894 Diplomatic Plaza Drive
Houston, TX 77032

8. APPLICABLE LAW

8.1 This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of California, except those relating to conflicts of

1 law.

2 **9. NO THIRD PARTY BENEFICIARY**

3 9.1 The provisions of this Agreement are solely for the benefit of the
4 parties hereto, and shall not be construed to confer any right or benefit upon any other
5 person or entity, including employees or agents of the parties.

6 **10. MERGER AND MODIFICATION**

7 10.1 Merger. This Agreement constitutes the entire understanding of the
8 parties and merges all prior discussions, agreements or understandings into it. No prior
9 agreement, oral or otherwise, regarding the subject matter to this Agreement, shall be
10 deemed to exist or to bind any of the parties hereto.

11 10.2 Modification. This Agreement may be amended, extended or
12 otherwise modified by a writing signed by authorized representatives of the parties. It
13 may not be modified orally.

14 **11. INDEMNIFICATION**

15 RESOURCE PROVIDER shall defend, indemnify, and hold harmless the
16 City of Long Beach, its boards, and their officials, employees and agents from and
17 against any and all demands, claims, causes of action, liability, loss, liens, damage,
18 costs, and expenses (including attorney's fees) arising from or in any way connected or
19 alleged to be connected with RESOURCE PROVIDER's performance hereunder, and
20 from any act or omission, willful misconduct, or negligence (active or passive) by or
21 alleged to be by RESOURCE PROVIDER, its employees, agents, or consultants, either

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1 as a sole or contributory cause, sustained by any person or entity. The foregoing shall
2 not apply to claims or causes of action caused by the sole negligence of the City of Long
3 Beach, its boards, or their officials, employees or agents.

4 IN WITNESS WHEREOF, the parties have caused this document to be duly
5 executed with all formalities required by law.

6 MARINE RESPONSE, LLC, a limited
7 liability corporation
8 By [Signature]
9 Name CHRISTOPHER PETERSON
10 Title Vice President

11 By [Signature]
12 Name SAMINA MAHOOD
13 Title General Manager

14 "RESOURCE PROVIDER"

15 May 27, 2015, 2015
16 LONG BEACH FIRE DEPARTMENT
17 By [Signature]
18 Name MICHAEL DURBE
19 Title FIRE CHIEF

20 "LBFD"

21 May 26, 2015
22 CITY OF LONG BEACH, a municipal
23 corporation
24 By [Signature] EXECUTED PURSUANT
25 PATRICK H. WEST, City Manager TO SECTION 301 OF
26 THE CITY CHARTER.
27 "City" Assistant City Manager
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This Agreement is approved as to form on May 21, 2015.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy