

33629

JOINT REVOCABLE PERMIT NO. 11-06

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3
4 The City of Los Angeles, a municipal corporation duly organized and existing under its
5 charter and the constitution and laws of the State of California, and the City of Long Beach, a
6 municipal corporation duly organized and existing under its charter and the constitution and laws of
7 the State of California (individually, a "City" and together, the "Cities"), by and through their
8 respective Boards of Harbor Commissioners, jointly own certain real property located in the County
9 of Los Angeles. Pursuant to a recommendation adopted by the Board of Harbor Commissioners of
10 the City of Los Angeles under Resolution No. _____ at its _____, 20__ meeting, and
11 Resolution No. HD- 2632 adopted by the Board of Harbor Commissioners of the City of Long
12 Beach at its August 29, 2011 meeting, the Cities hereby issue this Joint Revocable Permit (the
13 "Permit") and grant permission to the City of Long Beach, a municipal corporation duly organized
14 and existing under its charter and the constitution and laws of the State of California ("Permittee") to
15 operate and maintain a wireless video surveillance network within the area (the "Permit Area") as
16 shown on Exhibit A attached hereto and by this reference made a part hereof. This Permit shall be
17 effective upon last execution by the Executive Directors of the respective Harbor Departments of the
18 Cities (the "Executive Directors"). Such date shall be known as the "Effective Date" for purposes of
19 this Permit.

20
21 The Permit Area shall be used and occupied by Permittee subject to the following terms,
22 conditions and limitations:

23
24 1. PERMITTED USE. The Permit Area shall be used to operate and maintain on a non-
25 exclusive basis an unmanned, wireless, security, video surveillance network over, under and across
26 the Permit Area and for no other purpose without the prior written consent of the Executive
27 Directors. Permittee has inspected the Permit Area and agrees that it is suitable for the uses
28 permitted herein. No officer or employee of either City has made any representation or warranty
29 with respect to the Permit Area, except as described in writing and attached hereto as an addendum,
30 and in entering into this Permit, Permittee agrees it relies only on the provisions of this Permit.

31
32 3. REVOCABILITY; TERMINATION.

33
34 3.1 Revocability without Cause. This Permit is revocable by any party upon
35 sixty (60) days' notice to the other parties without cause. Upon termination of this Permit, Permittee
36 shall vacate, and surrender possession of, the Permit Area (subject to Permittee's obligations under
37 Paragraphs 4 and 6 below). If this Permit is revoked by the Cities pursuant to this Paragraph 3.1,
38 Permittee shall be entitled to a prorated refund of the Permit Fee for the year in which such
39 revocation occurs. If this Permit is revoked by Permittee pursuant to this Paragraph 3.1, Permittee
40 shall not be entitled to receive back any portion of the Permit Fee already paid by it.

41
42 3.2 Termination. The Executive Director of either City may terminate this
43 Permit in the event: (i) Permittee fails to perform any term or condition of this Permit within ten (10)
44 days after notice from the Cities or either of them; (ii) Permittee makes a general assignment or
45 general arrangement for the benefit of creditors; (iii) a petition for adjudication of bankruptcy or
46 reorganization or rearrangement is filed by or against Permittee and is not dismissed within thirty

1 (30) days; (iv) a trustee or receiver is appointed to take possession of substantially all of Permittee's
2 assets located at the Permit Area or of Permittee's interest in this Permit and possession is not
3 restored to Permittee within thirty (30) days; or (v) substantially all of Permittee's assets or if
4 Permittee's interest in this Permit Area is subjected to attachment, execution or other judicial seizure
5 which is not discharged within thirty (30) days. If any court having jurisdiction in the matter renders
6 a final decision which prevents the performance by the Cities of any of their obligations under this
7 Permit, then any party hereto may terminate this Permit by notice to the other party. Additionally, a
8 seizure of the Permit Area by the Internal Revenue Service shall automatically terminate this Permit.
9 Upon termination of this Permit: (i) Permittee shall immediately vacate, and surrender possession
10 of, the Permit Area and (ii) all rights and obligations hereunder (with the exception of Permittee's
11 obligations under Paragraphs 4, 6 and 13) shall thereupon terminate.

12
13 2.3 Application. This Permit is granted pursuant to an application or applications
14 filed by Permittee with the Cities. If any application or any of the attachments thereto contain any
15 misstatement of fact, which in the judgment of either Executive Director, affected the decision to
16 grant this Permit, that Executive Director may terminate this Permit. Termination pursuant to this
17 Paragraph shall not be termination by forfeiture.

18
19 2.4 No Relocation Assistance. Permittee understands and agrees that nothing
20 contained in this Permit shall create any right in Permittee for relocation assistance or payment from
21 the Cities upon the termination of this Permit. Permittee acknowledges and agrees that it shall not
22 be entitled to, and waives any right to, any relocation assistance or payment pursuant to the
23 provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California
24 (Sections 7260 *et seq.*) or any other applicable law with respect to any relocation of its business or
25 activities upon the termination or revocation of this Permit for any reason whatsoever.

26
27 3. IMPROVEMENTS; ALTERATIONS.

28
29 3.1 General. Permittee, at its cost, may install, erect or construct buildings,
30 improvements and structures (collectively, "Improvements") on the Permit Area and alter and repair
31 such Improvements; provided, however, Permittee shall first obtain the written consent of both
32 Executive Directors and any necessary permits prior to the commencement of any work of
33 improvement, alteration or repair. Permittee shall retain title to all such Improvements.

34
35 3.2 Plans. The Improvements shall be installed only in accordance with
36 approved plans and specifications previously submitted to the Cities with the application for this
37 Permit. Permittee shall proceed diligently and in a workmanlike manner in the installation, repair,
38 relocation, reconstruction or removal of the Improvements. Any and all work shall be done by
39 Permittee in accordance with all applicable Laws (as defined in Paragraph 8 below).

40
41 3.3 Damage; Repair. If the Improvements become damaged or malfunction,
42 Permittee, at its cost, shall immediately make such repairs as will insure the future safe and proper
43 operation of the Improvements. Permittee shall perform such cleanup and repairs as shall be
44 required by the Cities.

1 3.4 As-Built Drawings.
2

3 3.4.1 Within thirty (30) days after the completion of the installation of the
4 Improvements, Permittee shall furnish to Cities four (4) sets of survey notes and “as-built”
5 drawings, signed by a California licensed land surveyor, who shall certify to the correctness
6 of the horizontal and vertical alignment of the Improvements.
7

8 3.4.2 All of the “as-built” drawings furnished pursuant to Paragraph 4.4.1
9 shall be drawn to a scale in which the number of feet per inch shall not exceed two hundred
10 (200). The drawings shall show the accurate alignment of the Improvements by centerline
11 traverses. The elevations of the tops of the Improvements shall be shown on the drawings.
12 All survey work, both horizontal and vertical, shall be to the latest third order of accuracy as
13 established by the National Geodetic Survey.
14

15 3.4.3 In the event Permittee is granted permission to install, relocate or
16 remove pipelines, tanks or pressure vessels, Permittee shall furnish to the Cities, in addition
17 to the “as-built” drawings thereof required by this Paragraph, four (4) sets of revised
18 composite drawings drawn to a scale in which the number of feet per inch does not exceed
19 two hundred (200). The revised composite drawings shall be submitted on or before March
20 1 of each calendar year this Permit remains in force and effect and shall show all pipelines
21 owned or operated by Permittee and the total lineal footage thereof in existence as of
22 December 31 of the calendar year just ended.
23

24 3.4.4 Where applicable, as-built drawings shall be available at the Permit
25 Area at all times and copies thereof shall be provided to the Cities upon thirty (30) days’
26 written notice.
27

28 3.5 Removal Upon Termination; Restoration. No later than the date upon which
29 this Permit terminates (the “Termination Date”), Permittee, at its cost, shall remove the
30 Improvements, and any personal property placed by it on the Permit Area and restore the Permit
31 Area to a condition acceptable by both Cities. Permittee shall repair, at Permittee’s expense, any
32 damage to the Permit Area caused by the removal of any Improvements or personal property.
33 Permittee understands and agrees it is responsible for complete restoration of the Permit Area,
34 including the clean up of any Hazardous Substances (as defined in Paragraph 6.1 below) required
35 pursuant to Paragraph 6 below on or before the Termination Date. If, for any reason, removal of
36 Improvements and personal property from the Permit Area or restoration of the Permit Area is not
37 completed by the Termination Date, then Permittee is obligated to pay the Cities, as compensation
38 during such restoration, a permit fee in an amount equal to the then fair market rental value of the
39 Permit Area as reasonably determined by the Cities; however, the new permit fee shall not be less
40 than provided in Paragraph 2. Additionally, if the Improvements and any personal property of
41 Permittee have not been removed and the Permit Area not restored to an acceptable condition by the
42 Termination Date, the Cities shall have the right, but not the obligation, to remove any such property
43 and to restore the Permit Area at Permittee’s expense. Permittee shall pay to the Cities, upon
44 demand, all costs incurred by the Cities in removing such property and restoring the Permit Area,
45 together with interest from the date the Cities incur any cost or expense, at the maximum rate

1 allowed by law on any such sum. The restoration requirements of Paragraph 4.5 shall apply to
2 Permittee whether improvements were installed by Permittee or any prior users of the premises.

3
4 3.6 Restoration Plan. Upon request of either Executive Director, Permittee shall,
5 at its expense, provide to the Cities a site characterization study and site restoration plan in a form
6 acceptable to the Cities. The study and plan shall be used in part by the Cities to determine if
7 Permittee has breached its obligations pursuant to Paragraph 6 below.

8
9 3.7 Waiver. The Cities, at their election, may waive the requirement that
10 Permittee remove all or a portion of the Improvements from the Permit Area and that Permittee
11 restore the Permit Area. However, unless such waiver is in writing executed by both Cities stating
12 such waiver is "permanent and final," Cities reserve the right to require Permittee at any time in the
13 future to remove all or a portion of the Improvements from the Permit Area or to restore the Permit
14 Area despite such waiver.

15
16 3.8 Removal; Relocation. Whenever and as often as the Executive Directors
17 deem convenient or necessary, Permittee, at its cost, shall either remove, relocate or alter the
18 Improvements constructed on the Permit Area and restore the Permit Area. Permittee shall
19 commence such removal, alteration or change of location within sixty (60) days after notice from the
20 Executive Directors, and shall proceed to complete such work with due diligence.

21
22 3.9 Failure to Commence Work. In case Permittee fails to commence work in
23 compliance with the notice given pursuant to Paragraph 4.8 within sixty (60) days after such notice
24 (unless Permittee is unable to comply with such instructions due to strikes, riots, acts of God or acts
25 of public enemies), the Executive Directors may, but shall not be required to, cause the work
26 required in such notice to be done; and Permittee agrees to pay the Cities' cost thereof within thirty
27 (30) days after delivery of an itemized bill.

28
29 3.10 Rules Governing Pipelines. After installation, and in any event for the
30 duration of this agreement, Permittee shall comply with pipeline testing and inspection requirements
31 of the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, California Public
32 Utilities Commission regulations for pipelines, any other state and/or federal agency not mentioned
33 above, and as required by the California State Fire Marshall (CSFM) under the Pipeline Safety Act.
34 The Cities reserve the right to request tests for facilities not under the direct authority of the CSFM,
35 the California Public Utilities Commission, the Federal Office of Pipeline Safety (FOPS), and the
36 State of California Bureau of Conservation/Division of Oil, Gas, and Geothermal Resources
37 (DOGGR).

38
39 3.11 Location of Subsurface Pipelines and Structures. Upon at least two (2) days'
40 notice from the Cities, Permittee shall commence exploration for any subsurface structures under
41 Permittee's control or servicing Permittee's operation within the Permit Area. Exploration and
42 preparation of all documentation recording the location of substructures shall be completed within
43 the time specified in the notice. The subsurface exploration shall verify the vertical and horizontal
44 location of all substructures. Documentation reflecting the results of the exploration shall be
45 provided to the Executive Directors. If Permittee fails or refuses within the time specified in the
46 notice to begin or fails to prosecute diligently to complete the work of locating any substructure

1 under Permittee's control or servicing Permittee's operation within the Permit Area, the Cities shall
2 have the right to enter onto the Permit Area and perform the work designated in the notice. All
3 subsurface exploration required by the provisions contained herein, whether performed by Permittee
4 or the Cities, shall be performed at Permittee's expense. In addition, Permittee agrees to bear the
5 cost of any and all damage of whatever nature caused by any act, omission or negligence of the
6 Cities and any and all of their boards, officers, agents, consultants, and employees in the
7 performance of the subsurface exploration as required by this provision. Notwithstanding any work
8 performed by the Cities or the Cities' contractors under this provision, Permittee shall remain
9 obligated to maintain the Permit Area in a safe condition, both during and after completion of the
10 work.

11
12 3.12 Pipeline Tests or Inspections. Within thirty (30) days from the commencement
13 date of the permit, Permittee shall provide the Executive Directors with a master schedule showing
14 dates for pipeline testing and inspection(s) in accordance with the requirements referenced in
15 Paragraph 4.10 above. The master schedule shall include an itemized list with corresponding line
16 item reference numbers for each pipeline covered under the subject permit, corresponding required
17 test(s) or inspection(s), date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s),
18 applicable agency, the frequency of required test(s) or inspection(s), and the California State Fire
19 Marshall Line No. and the California State Fire Marshall Test ID No., if applicable. If Permittee
20 existing pipelines are modified, or new pipelines are added to Permittee's premises, Permittee shall
21 provide Ports with written notice, including an updated master schedule with any addition or
22 subtraction of pipelines. This should cover testing or inspection requirements of all agencies
23 mentioned in Paragraph 3.10 of the permit, as well as any other additional required test(s) or
24 inspection(s).

25
26 If Permittee's pipeline test(s) or inspection(s) are approved by the applicable agency requiring or
27 overseeing the test(s) or inspections(s), Permittee shall confirm in writing approval of the test(s) or
28 inspections(s) and/or submit documentation including master schedule reference number for
29 pipeline(s) being reported on, date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s)
30 and general non-technical summary of results

31
32 Permittee shall submit a summary of its certified test or inspection approval results to the Executive
33 Directors within thirty (30) days after they have been approved by the agencies which required the
34 pipeline testing or inspection(s), and the records of such test(s) shall be retained by Permittee for as
35 long as is required by applicable law, but in any event not less than three (3) years. Records of all
36 tests will be made available for inspection by the Executive Directors or their designees at their
37 request.

38
39 If Permittee's pipeline test(s) or inspection(s) are disapproved, and/or there are irregularities with
40 Permittee's pipeline test(s) or inspection(s), indicating a leak or other operational deficiency,
41 Permittee shall notify the Executive Directors within three (3) days of disapproval and/or receipt of
42 test(s) or inspection(s) results with a non-technical summary of the results including the
43 circumstances that resulted in the disapproval or test(s)/inspection(s) irregularities as well as all test
44 documentation produced and a description and schedule for implementation of corrective action as
45 directed by the applicable agency requiring or overseeing the test(s) or inspection(s).

1 4. MAINTENANCE. The Cities have no duty to make any improvement or repair to
2 the Permit Area or any improvements thereon. Permittee's sole and exclusive remedy by reason of
3 any condition of the Permit Area (whether such condition now or hereafter exists) shall be to
4 terminate this Permit and vacate the Permit Area. Any and all uses of the Permit Area by Permittee,
5 its agents, contractors and their employees shall be at their sole risk, cost and expense. Permittee, at
6 its cost, shall keep and maintain the Permit Area and all Improvements thereon during its use and
7 occupancy thereof, in good order, condition and repair, free and clear of all rubbish, debris and litter.

8
9 5. HAZARDOUS SUBSTANCES.

10
11 5.1 Hazardous Substances. As used in this Permit, the term "Hazardous
12 Substance" means any product, substance, chemical, material or waste, the presence, nature, quantity
13 and/or intensity of which, either by itself or in combination with other materials on the Permit Area,
14 is either: (i) potentially injurious to the public health, safety or welfare, the environment or the
15 Permit Area; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential
16 liability of the Cities to any governmental agency or third party under any applicable statute or
17 common law theory. Hazardous Substances shall include, but not be limited to, any substance or
18 material deemed hazardous or toxic pursuant to any federal or state statute or regulation, including
19 but not limited to hydrocarbons, petroleum, gasoline, crude oil or any products or by-products
20 thereof. Permittee shall not direct, suffer or permit any of its agents, contractors, employees,
21 licensees or invitees at any time to handle, use, manufacture, store, release or dispose of any
22 Hazardous Substances in or about the Permit Area.

23
24 5.2 Notification; Removal. During its use and occupancy of the Permit Area,
25 Permittee shall notify the Executive Directors within two (2) days following the release of any
26 Hazardous Substances onto or from the Permit Area. Upon the release, discharge or spill of any
27 Hazardous Substances arising from or caused by Permittee, its employees, agents, invitees or
28 affiliated predecessors in interest, Permittee, at its cost, shall promptly remove and/or remediate and
29 dispose of all such Hazardous Substances in accordance with the provisions of Paragraph 6.3 below,
30 and restore the Permit Area to the condition it was in prior to the release of the Hazardous
31 Substances. Permittee also agrees to provide to the Cities a surety bond to assure removal of such
32 Hazardous Substances from the Permit Area if at any time the Cities demand such bond.

33
34 5.3 Excavation. If Permittee discovers or believes that any material being
35 excavated from the Permit Area contains any Hazardous Substances, Permittee, at its cost, shall: (i)
36 promptly notify both Executive Directors of Permittee's discovery or belief; (ii) at the request of
37 either Executive Director, initiate chemical and/or physical analyses of the suspected Hazardous
38 Substances; (iii) promptly submit all laboratory or other test results upon receipt thereof to both
39 Executive Directors; (iv) develop and submit, for approval by both Executive Directors, a
40 remediation plan providing for the disposal and/or treatment of the hazardous materials; (v) treat and
41 dispose of or remove the Hazardous Substances in accordance with all applicable Laws; (vi) if
42 Hazardous Substances are removed, replace the same with clean structurally suitable fill material
43 and cause the excavation to be backfilled and compacted; and (vii) promptly submit copies of all
44 waste manifests to both Executive Directors. Waste manifests shall identify Permittee and its
45 contractors, not the Cities, as the generator of any Hazardous Substances removed pursuant to this
46 provision.

1 6. UTILITIES. Permittee shall pay all charges for services or utilities furnished to the
2 Permit Area or used in connection with its occupancy, and shall pay all deposits, connection fees,
3 charges and meter rentals required by the supplier of any such service, including the Cities.
4

5 7. LEGAL COMPLIANCE. Permittee shall comply with all applicable laws,
6 regulations, ordinances, rules, regulations, policies, guidelines, specifications, procedures and orders
7 of any government entities (“Laws”) in connection with its use and occupancy of the Permit Area
8 and obtain all necessary licenses, consents and permits from all federal, state and local governmental
9 authorities having jurisdiction over the Permit Area and Permittee’s activities thereon.
10

11 8. NO ASSIGNMENT. Permittee shall not assign, sublet or transfer this Permit or any
12 interest herein (whether by operation of law or otherwise) without the prior written consent of the
13 Cities. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting
14 control of Permittee shall constitute an assignment for this purpose. Any attempted transfer or
15 assignment without the prior written consent of the Cities shall be void and confer no rights
16 whatsoever upon a transferee or assignee. In addition, Cities shall have the right to terminate this
17 Permit if any assignment or transfer, whether voluntary, by operation of law, or otherwise is made or
18 attempted without the prior written consent of the Cities. Each request for consent to an assignment
19 shall be in writing, accompanied by information relevant to the Cities’ determination as to the
20 financial and operational responsibility and appropriateness of the proposed assignee, including but
21 not limited to the intended use and/or required modification of the Permit Area, if any, together with
22 a nonrefundable processing fee of \$3,000 or ten percent (10%) of the current annual Permit Fee
23 applicable to the Permit Area which is the subject of the proposed assignment, whichever is greater,
24 as consideration for the Cities’ considering and processing the request. Permittee agrees to provide
25 to the Cities such other or additional information and/or documentation pertaining to the requested
26 consent as may be reasonably requested by the Cities.
27

28 9. ACCESS. The Cities’ representatives shall have access to and across the Permit Area
29 during normal business hours and, in the event of an emergency, at any time for inspection, repair of
30 publicly owned utilities and structures and for fire and police department purposes.
31

32 10. RIGHTS-OF-WAY. The Permit Area is subject to all existing and future rights of
33 way and entry thereon for the installation, relocation, removal, operation and maintenance of rail
34 lines, sewers, pipelines, conduits, and telephone, telegraph, light, heat and power lines (whether
35 underground or overhead).
36

37 11. RAILROAD APPROVAL AND NOTICE, EMERGENCY NOTIFICATION.
38

39 11.1 In non-emergency situations, Permittee shall obtain the written approval from
40 the rail carriers that operate on the rail line traversing the Permit Area (“Railroads”) prior to the
41 commencement of any work within the Permit Area in connection with the construction, repair,
42 renewal, modification, reconstruction, relocation or removal of the Improvements, excepting only
43 periodic inspection of the Improvements. Permittee shall comply with all permits, notifications,
44 protective and safety requirements imposed by the Railroads, and Permittee shall pay all associated
45 costs. In addition, the Cities have included in this agreement, certain Safety Protocols, hereto

1 attached as Exhibit B. Permittee agrees to perform all safety precautions, approvals and notices
2 associated with activities in the vicinity of the rail lines as set forth in Exhibit B.
3

4 11.2 If an emergency should arise requiring immediate attention for Permit Areas
5 in the Alameda Corridor, Permittee shall call the maintenance contractor for the Alameda Corridor,
6 presently Balfour Beatty at (562) 285-0366; the ACTA Construction and Maintenance Manager at
7 (310) 650-1651; the Alameda Corridor Transportation Authority ("ACTA") at (310) 233-7480; and
8 Pacific Harbor Line's ("PHL") Badger Bridge at (310) 830-0660.
9

10 11.3 If an emergency should arise requiring immediate attention for Permit Areas
11 in the Pacific Harbor Line, Inc. right-of-way, Permittee shall call PHL's Badger Bridge at (310) 830-
12 0660, the ACTA Construction and Maintenance Manager at (310) 650-1651, ACTA at (310) 233-
13 7480 and Balfour Beatty at (562) 285-0366.
14

15 11.4 If an emergency should arise requiring immediate attention for Permit Areas
16 in the Union Pacific Railroad Company right-of-way (Former San Pedro Branch), Permittee shall
17 call the Union Pacific Police at (888) 877-7267.
18

19 12. INDEMNIFICATION. Permittee shall, indemnify, defend (using counsel selected by
20 the Cities) and hold harmless: (a) the Cities; (b) ACTA; (c) Railroads; and (d) each of their
21 respective council members, mayors, trustees, boards, officers, employees, agents, contractors,
22 property managers, representatives and designees (collectively, "Indemnified Parties") from and
23 against any and all actions, suits, proceedings, claims, demands, damages, loss, liens, costs
24 (including court costs and attorneys' fees including the allocated cost of in-house counsel), expenses
25 or liabilities, of any kind or nature whatsoever, for injury to or death of persons or damage to
26 property, including property owned by or under the care and custody of the Cities, which may be
27 brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them,
28 and arising from or attributable to or caused by any acts or omissions of Permittee or any of the
29 Indemnified Parties relating to or arising out of the Permit Area, or by reason of any actual or
30 asserted failure of Permittee to keep, observe or perform any provision of this Permit, except to the
31 extent that such injury, death or damage is caused by the active negligence or willful misconduct of
32 the Indemnified Parties or any of them. The indemnity required herein shall survive the termination
33 or expiration of this Permit.
34

35 13. TAXATION. THIS PERMIT MAY CREATE A POSSESSORY INTEREST IN
36 FAVOR OF PERMITTEE, WHICH MAY BE SUBJECT TO TAXES. PERMITTEE SHALL PAY,
37 PRIOR TO DELINQUENCY, ANY SUCH TAXES, AND ANY OTHER ASSESSMENTS OF
38 WHATEVER CHARACTER LEVIED UPON ANY INTEREST CREATED BY THIS PERMIT.
39 PERMITTEE SHALL ALSO PAY ALL LICENSE AND PERMIT FEES REQUIRED FOR THE
40 CONDUCT OF ITS OPERATIONS. PERMITTEE SHALL DELIVER SATISFACTORY
41 EVIDENCE OF ALL SUCH PAYMENTS TO EACH EXECUTIVE DIRECTOR UPON
42 DEMAND.
43

44 14. NOTICE. Any notice, demand, request, consent or communication that any party
45 desires or is required to give to the other parties shall be in writing and either be served personally,

1 by facsimile transmission with electronic verification of transmission or sent by prepaid, certified
2 mail, addressed as follows:

3
4 To the Cities: Executive Director
5 Long Beach Harbor Department
6 Post Office Box 570
7 Long Beach, California 90801
8 Fax No.: (562) 901-1739
9

10
11 And: Executive Director
12 Los Angeles Harbor Department
13 425 South Palos Verdes Street
14 San Pedro, California 90731
15 Fax No.: (310) 831-6936
16

17 With copies to: The Port of Long Beach
18 925 Harbor Plaza Drive
19 Long Beach, California 90802
20 Attention: Director of Real Estate
21 Fax No.: (562) 901-1739
22

23 The Port of Los Angeles
24 425 South Palos Verdes Street
25 Post Office Box 151
26 San Pedro, California 90731
27 Attention: Director of Real Estate
28 Fax No.: (310) 547-4611
29

30 Paragon Partners Ltd.
31 5762 Bolsa Avenue, Suite 201
32 Huntington Beach, CA 92649
33 Attn: Ports' Property Manager
34 Fax No.: (714) 373-1234
35

36 Or such other Property Management firm as may be designated by
37 the Cities from time to time.
38

39
40 To Permittee: City of Long Beach Technical Services Division
41 333 W. Ocean Blvd., 12th floor
42 Long Beach, California 90802
43 Attn: Sanford Taylor
44 Fax No.: (562) 570-5270
45 Telephone: (562) 570-6776
46

1 Any party may change its address by notifying the other parties of the change of address in
2 accordance with this Paragraph. Notice shall be deemed communicated upon delivery if personally
3 served or given by facsimile transmission and within seventy-two (72) hours from the time of
4 mailing if mailed as provided in this Paragraph.
5

6 15. NO DISCRIMINATION. Permittee promises, and it is a condition to the continuance
7 of this Permit, that it will not discriminate in its employment practices against any employee or
8 applicant for employment because of the employee's or applicant's race, religion, ancestry, national
9 origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical
10 condition or in any manner prohibited by any applicable Law, including any Laws established by the
11 Cities. Permittee hereby agrees to comply with all reporting requirements related to such Laws.
12 Any contracts relating to the Permit Area entered into by Permittee shall contain this provision. The
13 provisions of Section 10.8.4 of the Administrative Code of the City of Los Angeles are attached
14 hereto as Exhibit C, and are hereby incorporated herein and made a part hereof.
15

16 16. CONFLICT OF INTEREST. It is understood and agreed that the parties to this
17 Permit have read and are aware of the provisions of Sections 1090 *et seq.* and Sections 87100 *et seq.*
18 of the Government Code relating to conflict of interest of public officers and employees, as well as
19 the conflict of interest policies of the Cities. All parties hereto agree that they are unaware of any
20 financial or economic interest of any public officer or employee of the Cities relating to this Permit.
21 Notwithstanding any other provision of this Permit, it is further understood and agreed that if such a
22 financial interest does exist at the inception of or at any time during the continuance of this Permit,
23 the Executive Director of either City may immediately terminate this Permit by giving notice to
24 Permittee. Termination pursuant to this Paragraph shall not be termination by forfeiture.
25

26 17. MISCELLANEOUS PROVISIONS.
27

28 17.1. Effect of Waiver. No waiver by any party at any time of any terms or
29 conditions of this Permit shall be a waiver at any subsequent time of the same or any other term or
30 condition. The acceptance of a late Permit Fee by the Cities shall not be deemed a waiver of any
31 other breach by Permittee of any term or condition of this Permit other than the failure of Permittee
32 to make timely the particular payment so accepted.
33

34 17.2 Termination of Prior Agreements. This Permit supersedes Agreement Nos.
35 N/A between N/A and Permittee, each as of the effective date of this Permit. This Permit shall not
36 operate to extinguish the indemnity and hazardous materials and premises restoration obligations
37 imposed by said Agreements.
38

39 17.3 Costs of Cities. Whenever this Permit requires Permittee to reimburse the
40 Cities for costs of the Cities, such costs are agreed to include all direct and indirect costs which the
41 Cities incur whether with the Cities' own forces or with independent contractors. These costs
42 include salaries and all other costs the Cities incur for their employees, including attorneys, all
43 material and equipment costs, together with an administrative handling charge and allocation of
44 general overhead expense as determined by the Cities in good faith.
45

1 17.4 No Joint Venture. Nothing contained in this Permit shall have the effect of
2 creating a joint venture or partnership between or among the parties, or of rendering one liable for
3 any of the debts or obligations of any other, unless expressly provided in this Permit. Further,
4 nothing contained in this Permit shall have the effect of creating a joint venture or partnership
5 between the Cities or to render either of such entities liable for the debts, obligations or actions of
6 the other, nor shall either the City of Los Angeles or the City of Long Beach be liable or responsible
7 hereunder for any default, failure of performance, action or inaction of the other solely as a result of
8 this Permit.

9
10 17.5 Actions of the Cities. All actions (except as otherwise specified in this
11 Permit), approvals, decisions and consents of the Cities under this Permit shall require the consent of
12 both the City of Los Angeles and the City of Long Beach in the Cities' sole and absolute discretion.

13
14 17.6 Governing Law; Venue. This Permit shall be governed by and construed in
15 accordance with the laws of the State of California, without reference to the conflicts of law rules
16 and principles of such State. The parties agree that all actions or proceedings arising in connection
17 with this Permit shall be tried and litigated exclusively in the State and Federal courts located in the
18 County of Los Angeles, State of California, in the judicial district required by court rules. The
19 aforementioned choice of venue is intended by the parties to be mandatory and not permissive in
20 nature, thereby precluding the possibility of litigation between the parties with respect to or arising
21 out of this Permit in any jurisdiction other than that specified in this Paragraph, except that the Cities
22 or either of them may in their sole and absolute discretion file and pursue actions in other forums in
23 order to obtain such relief as the Cities or either of them deem appropriate.

24
25 17.7 Construction; Headings. The language in all parts of this Permit shall be in all
26 cases construed simply according to its fair meaning and not strictly for or against any of the parties.
27 Paragraph headings in this Permit are solely for convenience of reference and shall not govern the
28 interpretation of any of the provisions of this Permit. Whenever required by the context of this
29 Permit, the singular shall include the plural, the plural shall include the singular and the masculine,
30 feminine and neuter genders shall each include the other. References in this Permit to days shall
31 mean calendar days unless otherwise expressly provided.

32
33 17.8 Severability. Each provision of this Permit shall be interpreted so as to be
34 effective and valid to the fullest extent possible. In the event, however, that any provision contained
35 herein shall for any reason be held invalid, illegal or unenforceable in any respect, then, in order to
36 effect the purposes of this Permit it shall be construed as if such provision had never been contained
37 herein.

38
39 17.9 Amendments; Waiver. No provision of this Permit shall be altered, amended,
40 revoked or waived except by an instrument in writing signed by the party to be charged with such
41 alteration, amendment, revocation or waiver.

42
43 17.10 No Liens. Permittee shall pay or cause to be paid all costs and charges for
44 work done by it or caused to be done by it in, on or to the Permit Area and for all materials furnished
45 for or in connection with such work. Permittee shall keep the Permit Area free from any mechanics'
46 liens, vendors' liens or any other liens arising out of any work performed, materials furnished or

1 obligations incurred by Permittee. In the event that there shall be recorded against the Permit Area
2 or the property of which the Permit Area is a part any claim or lien arising out of any such work
3 performed, materials furnished or obligations incurred by Permittee and such claim or lien is not
4 removed or discharged, or Permittee has not provided a bond therefor, within ten (10) days of filing,
5 the claim or lien shall constitute a default hereunder and the Cities shall have the right but not the
6 obligation to pay and discharge the lien without regard to whether such lien shall be lawful or
7 correct. Nothing contained in this Permit shall be deemed the consent or agreement of the Cities to
8 subject to the Cities' interest in the Permit Area to liability under any mechanics' or other lien law.
9

10 17.11 Signs. Except for signs, markings and notices required by agencies with
11 jurisdiction, Permittee shall not install, place, inscribe, paint or otherwise attach any sign,
12 advertisement, notices, marquee or awning on any part of the Permit Area without the prior written
13 consent of the Cities.
14

15 17.12 Security Measures. Permittee hereby acknowledges that the Permit Fee
16 payable to the Cities hereunder does not include the cost of guard service or other security measures,
17 and that the Cities have no obligation whatsoever to provide security. Permittee assumes all
18 responsibility for the security and protection of the Permit Area, Permittee, its agents and invitees
19 and their property from the acts of third parties.
20

21 17.13 Small Business Development Program. It is the policy of the City of Los
22 Angeles to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned and all
23 Other Business Enterprises (MBE/WBE/OBE) an equal opportunity to participate in the
24 performance of all City of Los Angeles contracts in all areas where such contracts afford such
25 participation opportunities. Permittee shall assist the City of Los Angeles in implementing this
26 policy and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, and OBEs to
27 achieve participation in subcontracts where such participation opportunities present themselves and
28 attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, and OBEs,
29 have equal participation opportunity which might be presented under the Permit.
30

31 17.14 Service Contract Worker Retention and Living Wage Policy. The Board of
32 Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13,
33 1999 agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service
34 Contract Worker Retention (SCWR) as the policy of the Harbor Department. Further, Charter
35 Section 378 requires compliance with the City's Living Wage (LW) requirements. Permittee shall
36 comply with these policies wherever applicable. Violation of this provision, where applicable, shall
37 entitle the City to terminate this Permit and otherwise pursue legal remedies that may be available.
38

39 17.15 Business Tax Registration Certificates. Permittee represents that it has
40 obtained and presently holds the Business Tax Registration Certificates required by the City of Los
41 Angeles and/or the City of Long Beach, as applicable. Permittee will provide each City evidence
42 that such certificates have been obtained. Permittee shall maintain all such certificates required of it
43 by each of the Cities and shall not allow any such certificates to be revoked or suspended.
44

45 17.16 Manager; Representatives. The Cities may designate one or more property
46 managers, representatives, designees or employees to serve as their respective contact person or

1 persons for purposes of this Permit. Permittee agrees to cooperate with any other persons or entities
2 occupying, managing, using or performing work on the various portions of the Permit Area,
3 including but not limited to ACTA and its designees.
4

5 17.17 Equal Benefits Policy. The Board of Harbor Commissioners of the City of
6 Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of
7 Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et
8 seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department.
9 Consultant/Contractor shall comply with the policy wherever applicable. Violation of the policy
10 shall entitle the City to terminate any agreement with Consultant/Contractor and pursue any and all
11 other legal remedies that may be available.
12

13 18. ADDITIONS. There is attached to this permit an addendum, consisting of numbered
14 Paragraphs _____, inclusive, the provisions of which are made a part of this permit as
15 though set forth herein in full.
16

17 19. DELETIONS. Paragraph(s) _____ (is, are) deleted and (is, are) not to
18 be considered as constituting a part of this permit, and (it, they) (is, are) so marked.
19

1 This Permit shall be effective upon the date of last execution by the Executive
2 Directors.

3
4
5 "PERMITTEE"

6
7
8
9 THE CITY OF LONG BEACH, a municipal
10 Corporation duly organized and existing
11 under its charter and the constitution and laws
12 of the State of California

13
14 8.12, 2011

15 By: [Signature] Assistant City Manager
16 City Manager

17 Approved as to form this 27th day of June, 2011.

18 EXECUTED PURSUANT
19 TO SECTION 301 OF
20 THE CITY CHARTER.

21 ROBERT E. SHANNON, City Attorney


22 By: [Signature]
23 Deputy City Attorney
24
25

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"CITIES"

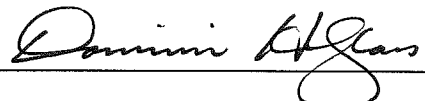
THE CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

9-9, 2011

By: 
Richard D. Steinke, Executive Director
Long Beach Harbor Department

Approved as to form this 6th day of September, 2011.

ROBERT E. SHANNON, City Attorney

By: 
Deputy City Attorney

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

10/7, 2011

By: Geraldine Knatz
Geraldine Knatz, Ph.D., Executive Director
Los Angeles Harbor Department

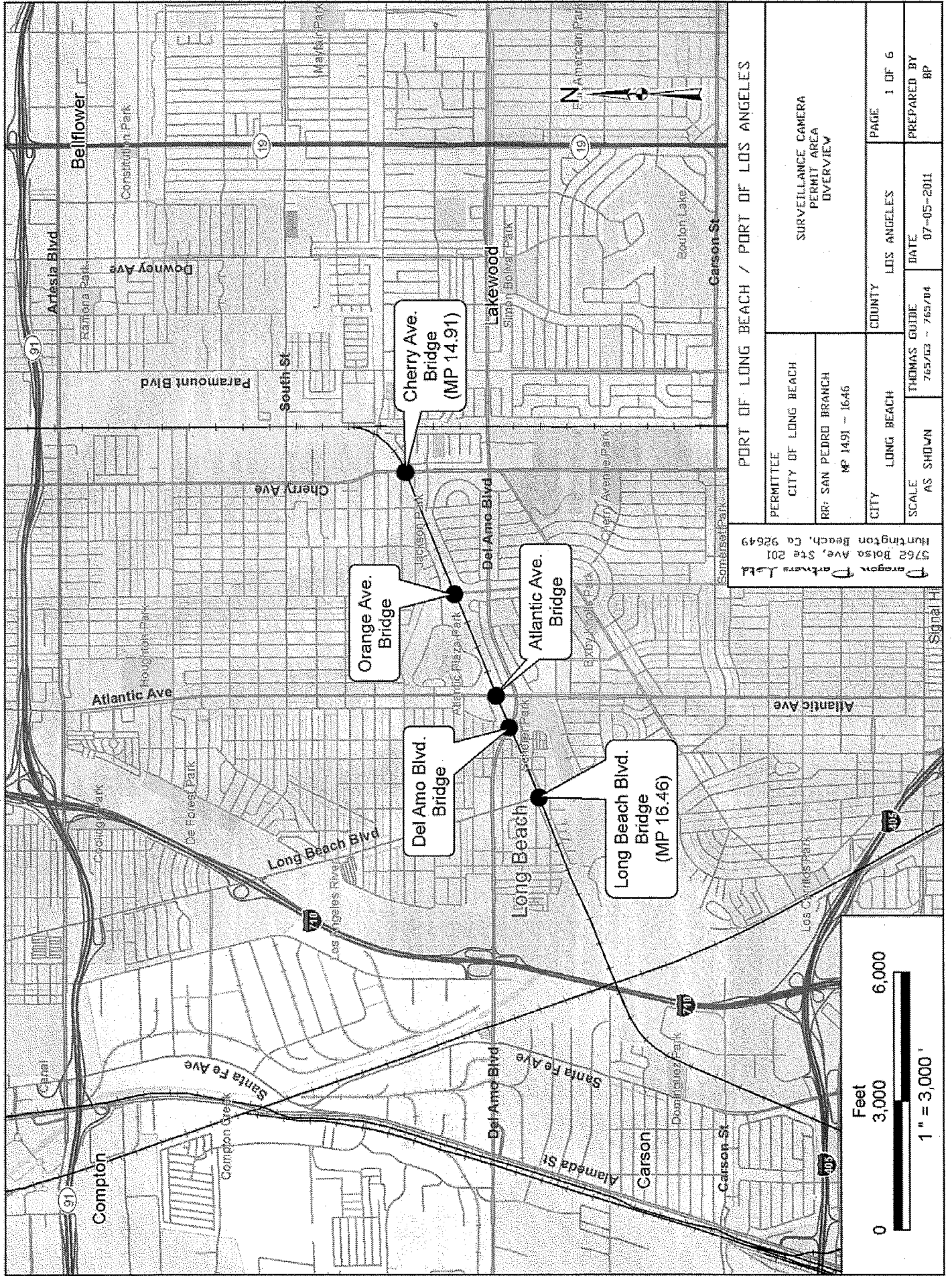
Attest: Korla L. Tondreault
Secretary

Approved as to form ^{and legality} this 27th day of September, 2011.

CARMEN A. TRUTANICH, City Attorney

By: Estelle M. Bradford
Deputy City Attorney

EXHIBIT A

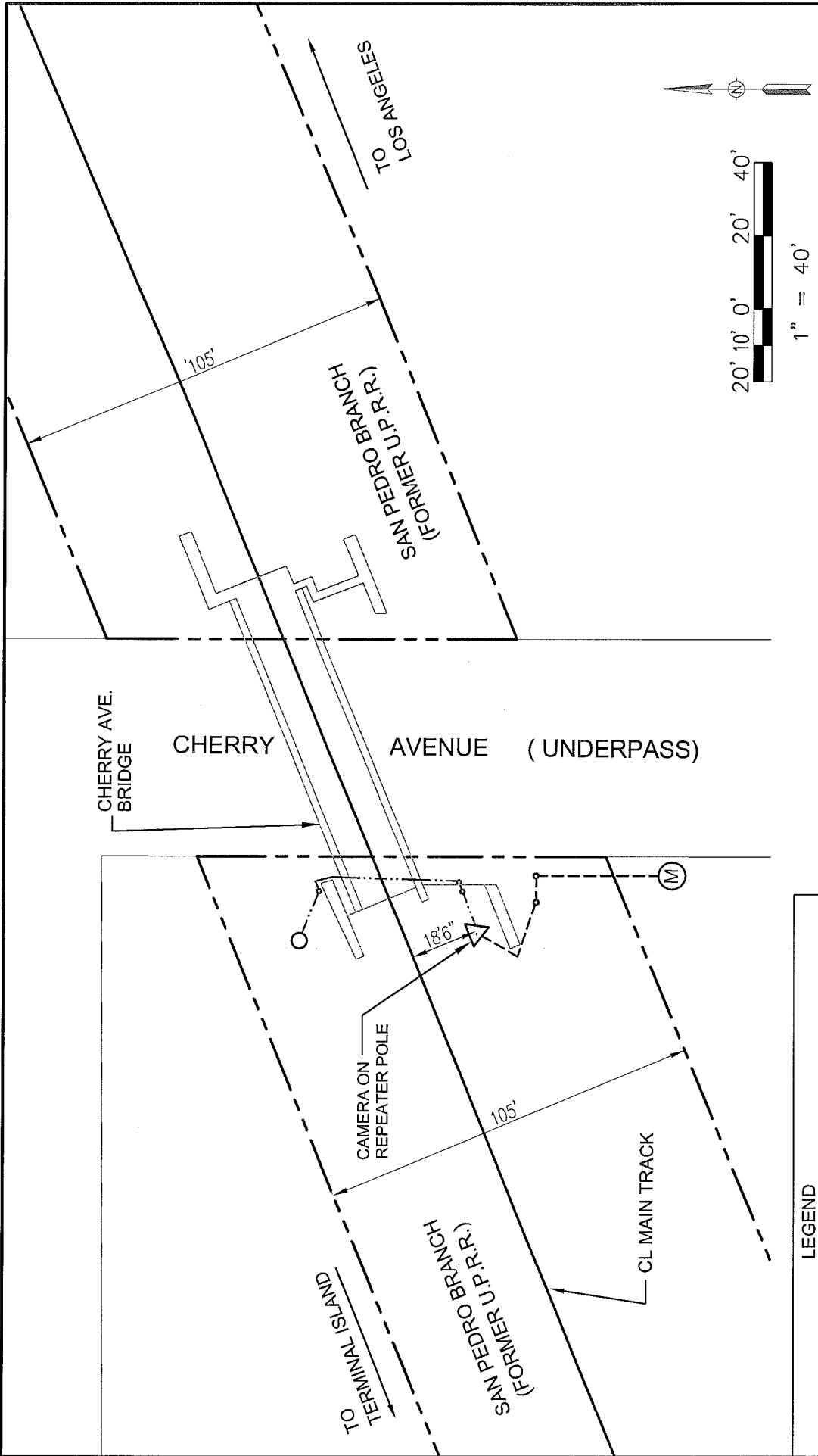


5762 Bolsa Ave, Ste 201
 Huntington Beach, Ca 92649
 Barragon Parkers Ltd

PERMITTEE CITY OF LONG BEACH		SURVEILLANCE CAMERA PERMIT AREA OVERVIEW	
RR: SAN PEDRO BRANCH MP 14.91 - 16.46		COUNTY LOS ANGELES	
CITY LONG BEACH		DATE 07-05-2011	
SCALE AS SHOWN		THOMAS GUIDE 765/G3 - 765/D4	
PREPARED BY BP		PAGE 1 OF 6	

PORT OF LONG BEACH / PORT OF LOS ANGELES

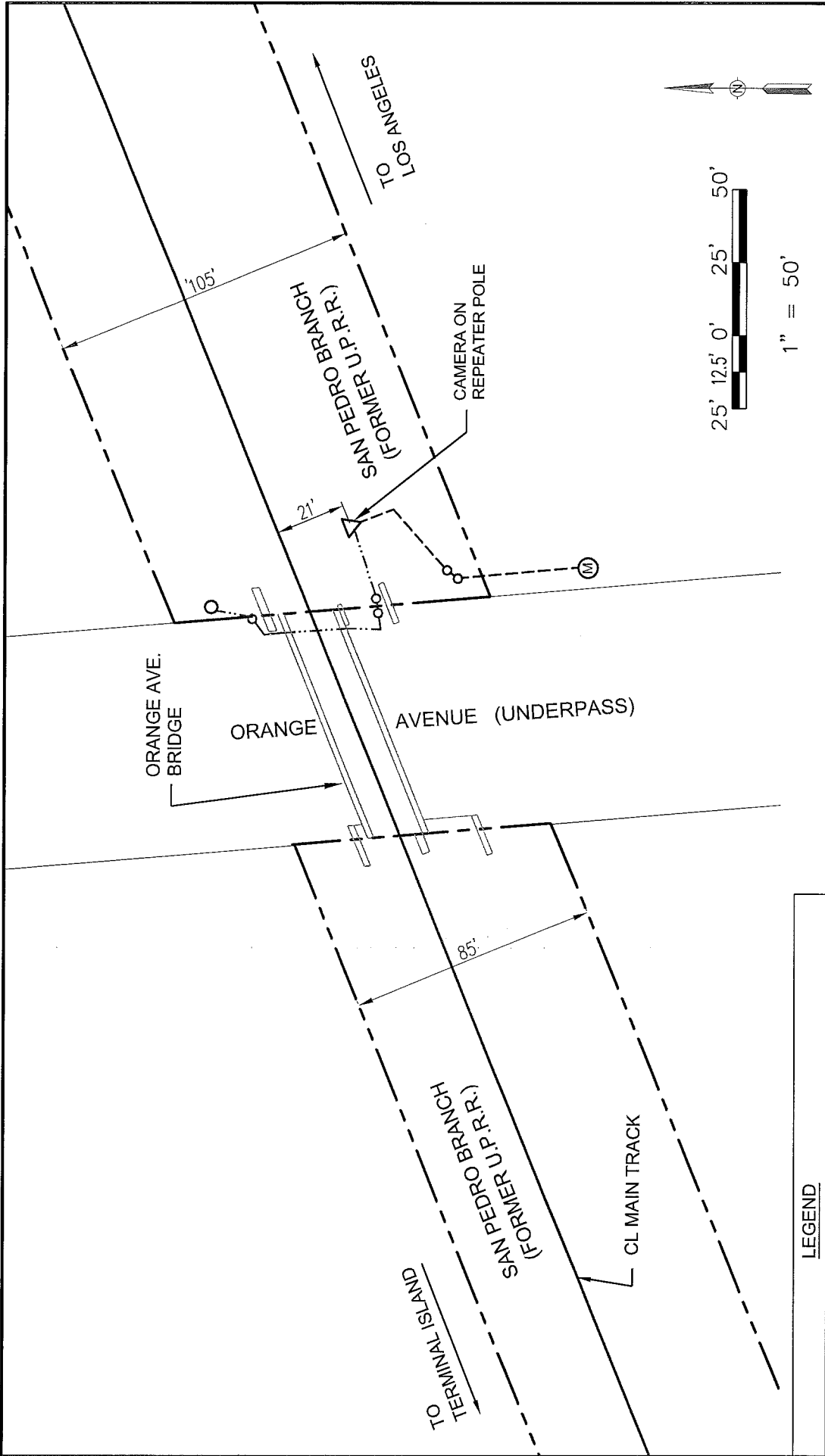
EXHIBIT A



5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA 92649 Oregon Partners Ltd.		PORT OF LONG BEACH/PART OF LOS ANGELES	
PERMITTEE CITY OF LONG BEACH	SURVEILLANCE CAMERA INSTALLATION AT CHERRY AVENUE BRIDGE		
RR: SAN PEDRO BRANCH MP 14.91	COUNTY LOS ANGELES	PAGE 2	DF 6
CITY LONG BEACH	THOMAS GUIDE 765-G3	DATE 07-08-11	PREPARED BY MT
SCALE AS SHOWN			

LEGEND	
CITIES' R/W LINE	---
STREET R/W LINE	---
110 V AC METERED PEDESTAL	(M)
110 V AC CONDUIT	---
12 V DC CONDUIT	---
CONDUIT ELEVATION CHANGES	o
STEEL CAMERA POLE (16' TALL FROM SURFACE)	○
WOODEN REPEATER POLE (24' TALL FROM SURFACE)	△

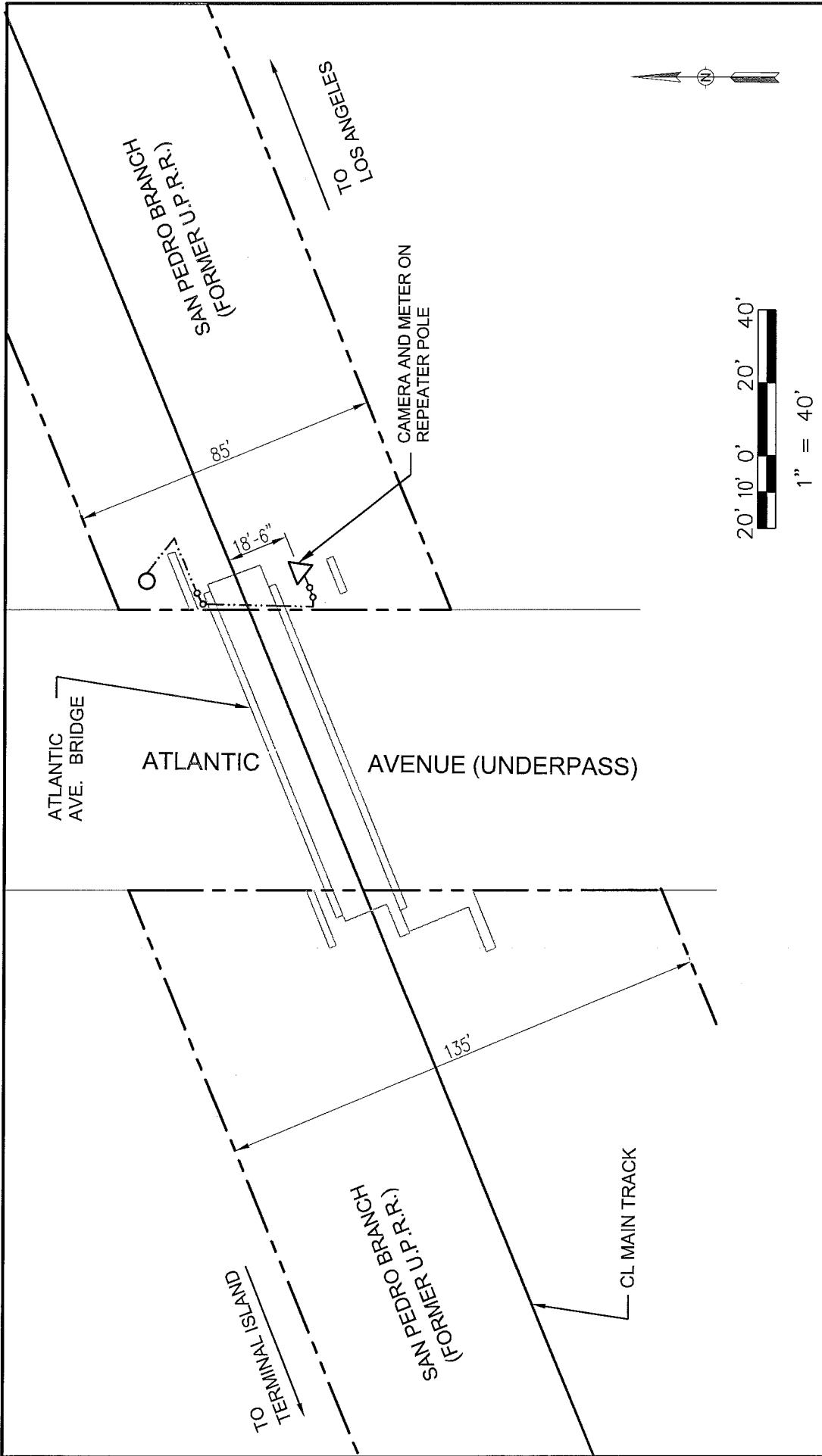
EXHIBIT A



5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA 92649 Oregon Divers Ltd.		PERMITTEE CITY OF LONG BEACH		SURVEILLANCE CAMERA INSTALLATION AT ORANGE AVENUE BRIDGE	
RR: SAN PEDRO BRANCH MP 15.49		CITY LONG BEACH		COUNTY LOS ANGELES	
SCALE AS SHOWN		THOMAS GUIDE 765-F3		DATE 07-08-11	
		PREPARED BY MT		PAGE 3 OF 6	

LEGEND	
CITIES' R/W LINE	---
STREET R/W LINE	---
110 V AC METERED PEDESTAL	(M)
110 V AC CONDUIT	---
12 V DC CONDUIT	---
CONDUIT ELEVATION CHANGES	o
STEEL CAMERA POLE (16' TALL FROM SURFACE)	o
WOODEN REPEATER POLE (24' TALL FROM SURFACE)	△

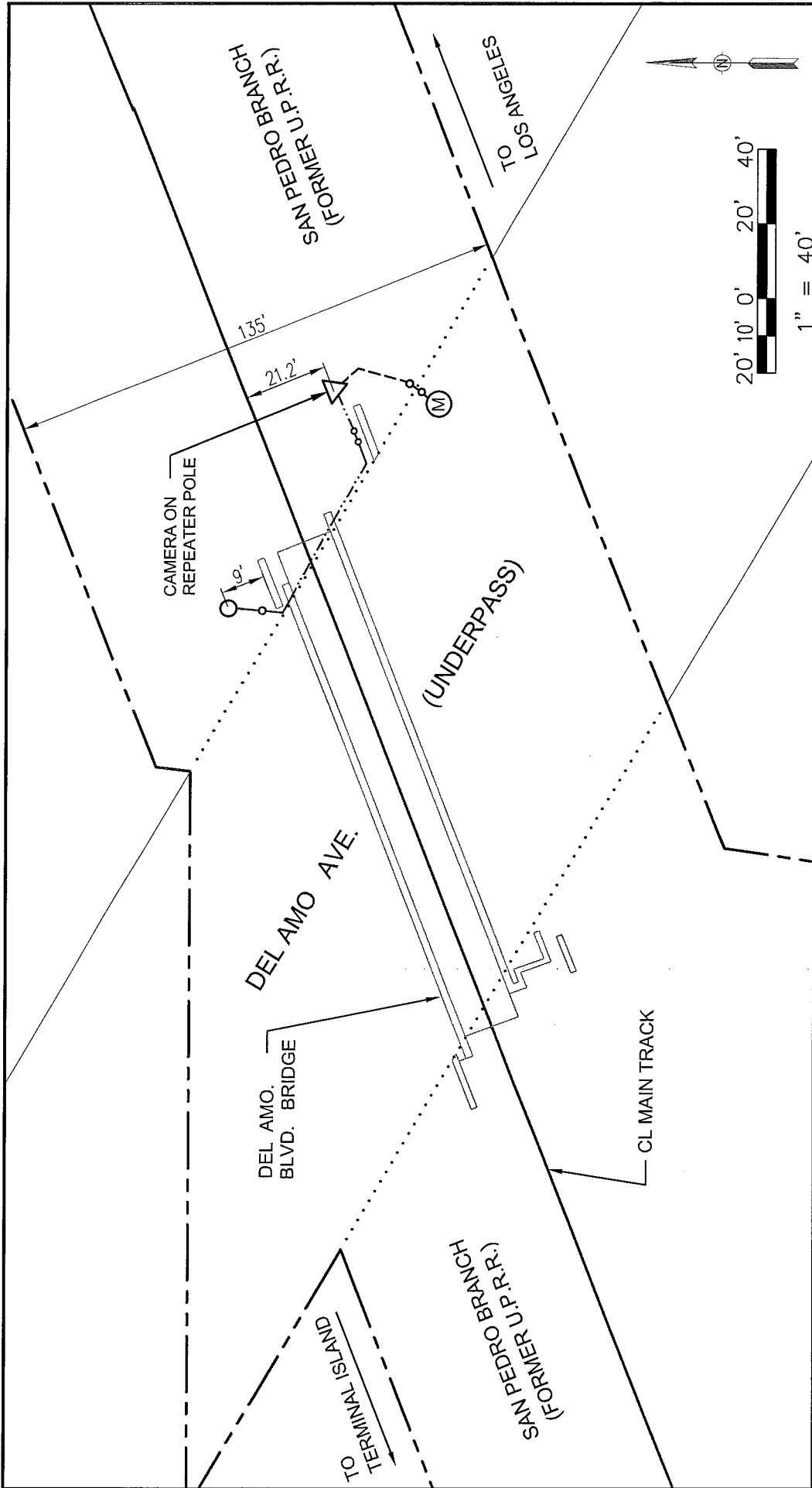
EXHIBIT A



5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA 92649 Oregon Partners Ltd.		PORT OF LONG BEACH/PART OF LOS ANGELES	
PERMITTEE CITY OF LONG BEACH	SURVEILLANCE CAMERA INSTALLATION AT ATLANTIC AVE. BRIDGE		
RR: SAN PEDRO BRANCH MP 15.98	COUNTY LOS ANGELES	PAGE 4	DF 6
CITY LONG BEACH	THOMAS GUIDE 765-E-4	DATE 07-08-11	PREPARED BY MT
SCALE AS SHOWN	DATE 07-08-11	THOMAS GUIDE 765-E-4	PREPARED BY MT

LEGEND	
CITIES' R/W LINE	---
STREET R/W LINE	---
12 V DC CONDUIT	----
CONDUIT ELEVATION CHANGES	o
STEEL CAMERA POLE (16' TALL FROM SURFACE)	o
WOODEN REPEATER POLE (24' TALL FROM SURFACE)	Δ

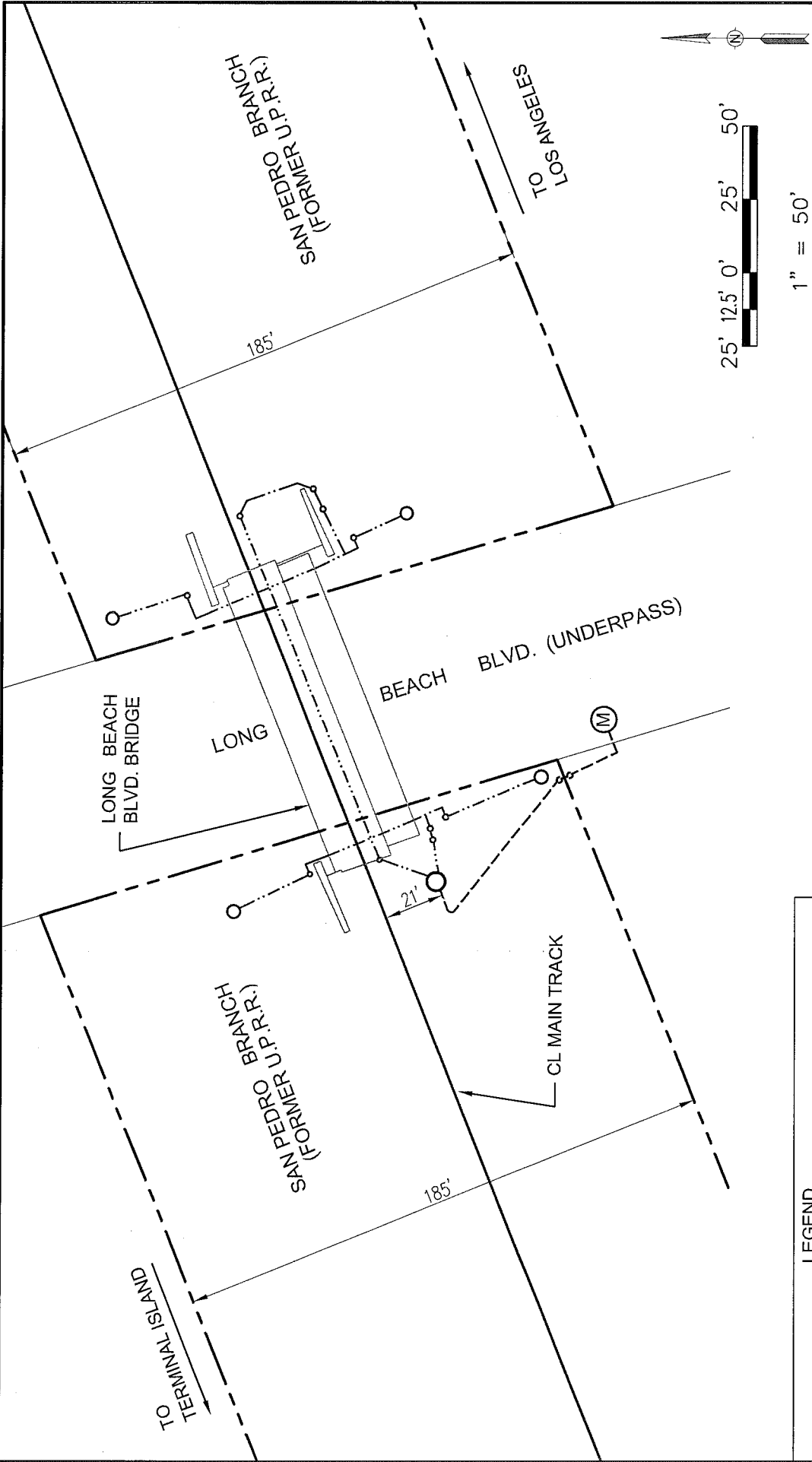
EXHIBIT A



LEGEND	
CITIES' R/W LINE	---
STREET R/W LINE	---
110 V AC METERED PEDESTAL	(M)
110 V AC CONDUIT	----
12 V DC CONDUIT
CONDUIT ELEVATION CHANGES	o
STEEL CAMERA POLE (16' TALL FROM SURFACE)	○
WOODEN REPEATER POLE (24' TALL FROM SURFACE)	△

5762 Bolsa Avenue, Ste. 201 Huntington Beach, Ca 92649 Oregon Architects Ltd.		PORT OF LONG BEACH/PART OF LOS ANGELES	
PERMITTEE CITY OF LONG BEACH	SURVEILLANCE CAMERA INSTALLATION AT DEL AMO AVENUE BRIDGE	COUNTY LOS ANGELES	PAGE 5 OF 6
RR: SAN PEDRO BRANCH MP 16.12	CITY LONG BEACH	THOMAS GUIDE 765-E4	DATE 07-07-11
SCALE AS SHOWN	PREPARED BY MT		

EXHIBIT A



LEGEND	
CITIES' R/W LINE	---
STREET R/W LINE	---
110 V AC METERED PEDESTAL	(M)
110 V AC CONDUIT	---
12 V DC CONDUIT	---
CONDUIT ELEVATION CHANGES	o
STEEL CAMERA POLE (16' TALL FROM SURFACE)	○
WOODEN REPEATER POLE (24' TALL FROM SURFACE)	△

5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA 92649 Aragon Architects Ltd.		PORT OF LONG BEACH/PART OF LOS ANGELES	
PERMITTEE	CITY OF LONG BEACH	SURVEILLANCE CAMERA PERMIT AREA	
RR: SAN PEDRO BRANCH	MP 16.46	AT LONG BEACH BOULEVARD BRIDGE	
CITY	LONG BEACH	COUNTY	LOS ANGELES
SCALE	AS SHOWN	THOMAS GUIDE	765-D4
		DATE	07-08-11
		PAGE	6 OF 6
		PREPARED BY	MT

EXHIBIT B

1
2 **LOS ANGELES**
3 **CALIFORNIA**

UNION PACIFIC
RAILROAD COMPANY

LONG BEACH
CALIFORNIA

4
5 **UPRR San Pedro Branch Railroad Right-of-Way Work Permit Protocols**
6

7 The former Union Pacific Railroad Company (UPRR) San Pedro Branch railroad right-of-
8 way is owned by the Harbor Departments of the Cities of Los Angeles and Long Beach
9 (Cities). It is operated pursuant to agreements dated December 22, 1994 between the Cities
10 and the UPRR. These Work Permit Protocols are applicable to the Permittee and any of
11 their contractors, agents or other parties entering the Right-of-Way pursuant to the Permit.

12
13 1.0 Conditions for Physical Access to the Railroad Property

14 All Permittees, whether under an existing permit or a newly issued JRP must conform
15 to the following conditions for physical access to the Railroad Property.

16 1.1 The UPRR is responsible for track integrity within the railroad right-of-way.
17 Permittee is responsible for any damage to the existing track or right-of-way
18 due to any construction, alteration and/or operations. A pre-inspection of the
19 site prior to work is required to verify existing conditions.

20 1.2 A Railroad work plan shall be submitted to the Cities and UPRR for approval
21 of any access to the railroad right-of-way. A copy of the required Work Plan
22 is included as Attachment 2 of this Exhibit B.

23 1.3 The Permittee or their Contractor must make arrangements for access with the
24 UPRR's Manager of Track Maintenance (See Attachment 1 of this Exhibit B).
25 Failure to do so or failure to abide by his requirements and instructions will be
26 cause for termination of the JRP/license and will result in personnel being
27 removed from the right-of-way.

28 1.4 At the Cities or UPRR's discretion, a full time qualified inspector, employed
29 by the Cities, Paragon or UPRR and paid by the entity requiring access for
30 any work or access to the Cities owned railroad property may be required. The
31 inspector will provide for contractor safety.

32 1.5 Daily written email or faxed reports of work within the Cities owned railroad
33 property may be required. These reports will include all activity within the
34 railroad right-of-way (including work force, equipment, date/time, and actual
35 work performed) and a description of any injuries, accidents, or unusual
36 circumstances, which occurs. Paragon to distribute the daily reports to UPRR
37 and Cities.

EXHIBIT B

- 1 1.6 Any work within 25-feet measured at track centerline (including the length of
2 crane boom) within the railroad right-of-way shall require a Flagperson. This
3 includes above and below ground work. The Flagperson shall be provided by
4 UPRR and paid for by the entity doing work or requiring access to the Cities
5 owned railroad property. The request for a Flagperson shall require no less
6 than a 14-day advance notice to UPRR from the entity doing work or
7 requiring access. UPRR will provide a Flagperson at their own discretion. The
8 UPRR contact for any Flagperson on the San Pedro Branch shall be the
9 Manager of Track Maintenance (See Attachment 1 of this Exhibit B).
- 10 1.7 Daily contact shall be required between UPRR and the entity doing work or
11 access to the railroad property. The UPRR contact is the Manager of Track
12 Maintenance.
- 13
14 1.8 All excavations shall be continuously shored. Shoring shall be designed for a
15 minimum of E80 loading using AREMA standards and the method of Shoring
16 shall be approved by Paragon engineering or subcontractor at Permittee's
17 expense. Prior to the start of work, the approved plans shall be sent to the
18 Cities and UPRR. The full length of all excavations on the railroad right-of-
19 way shall have trench plate covering when unattended.
- 20 1.9 All work shall be performed during daylight hours, Monday through Friday,
21 unless approved otherwise in writing by the Cities and UPRR. Work shall
22 progress in a manner that all work shall be completed in the least possible
23 time.
- 24 1.10 No material or equipment shall be stored, stacked or parked within 10-feet of
25 any track centerline (or the nearest rail). The work and storage areas shall be
26 kept free of tripping hazards at all times. All excavated shall be stockpiled in
27 an area approved by the Cities and UPRR.
- 28 1.11 All personnel of the Permittee and or its contractors and/or subcontractors
29 shall possess a valid railroad Roadway Worker Card if work is to be
30 performed within 25-feet of the nearest tracks and shall abide by all safety
31 rules and instructions from the Flagperson and the Cities and/or UPRR
32 Engineers. Public safety and safeguarding the tracks and the trains that operate
33 on those tracks are paramount. Work over or near the tracks will require one
34 or more of the following personnel at the Cities and/or UPRR's sole discretion
35 and at the Permittee's cost.
- 36 1.11.1 Flagperson, Signal Maintainer, Inspector, and/or Engineer:
37 Requires a 14-day advance notice and will be provided at
38 the current UPRR rate to be provided at time of service.

EXHIBIT B

- 1 1.11.2 Railroad Approval: Before entering upon or performing
2 work of any kind on the permit area, Permittee shall obtain
3 the written approval of the operator of the railroad
4 traversing the permit area. Permittee shall comply with all
5 permit, notification, protective, and safety requirements
6 imposed by the Railroad, and Permittee shall pay all
7 associated costs.

- 8 1.12 The Permittee or Permittee's representative will keep a copy of the Ports'
9 fully executed agreement, exhibits and all attachments including a complete
10 Railroad Work Plan at the job site at all times during the encroachment on the
11 Property. Failure to provide the necessary information or documents at the
12 job-site will result in the removal of the Permittee, their employees and
13 equipment from the Railroad Property.

- 14 1.13 A final job walkthrough shall be provided 14-days upon the completion of the
15 work. The final job walkthrough shall be confirmed in writing upon
16 completion. The UPRR contact is the Manager of Track Maintenance. Written
17 confirmation to be provided to the Cities and UPRR.

- 18 1.14 Paragon Partners shall follow-up and be provided, by Permittee, As-built
19 drawings 30-days upon completion of the work. The As-built drawings shall
20 be provided to UPRR with copies to the Cities. The UPRR contact for the As-
21 built is the Manager of Special/Public/Industry Projects (See Attachment 1 of
22 this Exhibit B). UPRR shall keep current utility As-builts to date with copies
23 made available to the Cities.

- 24 1.15 See the following additional attachments: Contact List (Attachment 1) and
25 Railroad Work Plan (Attachment 2). While the Cities make every effort to
26 update and keep the Contact List current (Attachment 1), Permittee shall
27 verify the accuracy of Attachment 1 by contacting Paragon Partners and
28 requesting verification.
29

- 30 1.16 Notices to Member Agency Contacts in Writing:

31 The Port of Long Beach
32 925 Harbor Plaza Dr.
33 Long Beach, California 90801
34 Attention: Director of Real Estate
35 Fax No. 562-901-1739
36
37

EXHIBIT B

1 The Port of Los Angeles
2 425 South Palos Verdes Street
3 San Pedro, California 90731
4 Attention: Director of Real Estate
5 Fax No. 310-547-1725

6
7 General Superintendent of Transportation Services
8 Union Pacific Railroad Company
9 19100 Slover Avenue
10 Bloomington, California 92316
11 Fax No. 909-685-238

12
13 Paragon Partners Ltd.
14 5762 Bolsa Avenue, Suite 201
15 Huntington Beach, California 92649
16 Attn: Ports Property Manager
17 Fax no. 714-373-1234

18 Or such other Property Management firm as may be designated by the Cities
19 from time to time.

20 These protocols are approved on this date, February 1, 2009.

EXHIBIT B (Attachment 1)

LOS ANGELES
CALIFORNIA

UNION PACIFIC
RAILROAD COMPANY

LONG BEACH
CALIFORNIA

UPRR San Pedro Branch Track Contact List -2009

1. Union Pacific Railroad Company:

- General Director- Maintenance of Way: Trent Allen (916/789-6041) tdallen@up.com
- Director of Track Maintenance: Andrew Gonzales (909/685-2211) asgonzal@up.com
- Manager of Track Projects: Denny Gallegos (909/685-2091) drgalleg@up.com
- Manager of Track Maintenance: Anthony Jones (909/562-2881) ajones1@up.com
- Manager of Special/Public/Industry Projects: Dan Miller (909/685-2288) danjmill@up.com
- Railroad Crossing/Signals: Jose Rubio (626/935-7681) jarubio@up.com
- UPRR Railroad Police: 888/877-7267

2. Port of Long Beach

- Real Estate: Mari Takahashi (562/590-4162) takahashi@polb.com
- Engineering: Carlo Luzzi (562/590-4410) luzzi@polb.com

3. Port of Los Angeles

- Real Estate: Regner Globus (310/732-3291) rglobus@portla.org
- Real Estate: George Koury (310/732-3865) gkoury@portla.org
- Real Estate: Frank Sanchez (310/732-3471) ffsanchez@portla.org
- Engineering: Ron Groves (310/732-3648) rgroves@portla.org

4. Paragon Partners

- Jim Lemont (714/379-3376) jiml@paragon-partners.com
- Marcus Garvey (714/379-3376) mgarvey@paragon-partners.com

This Contact List shall change from time to time. Permittee shall be at all times responsible for contacting Paragon Partners for the most current list.

EXHIBIT B (Attachment 2)

LOS ANGELES
CALIFORNIA

UNION PACIFIC
RAILROAD COMPANY

LONG BEACH
CALIFORNIA

San Pedro Branch Railroad Work Plan – Date: _____

**REQUIREMENTS WHEN WORKING WITHIN, ADJACENT TO, ABOVE, OR
BENEATH RAILROAD RIGHT-OF-WAY**

START DATE: _____

DURATION (Start & End Date): Start on _____ and Ending on _____

TRACK LOCATION: track number _____ track located
_____ (See attached plan.)

START & STOP TIMES: Begin each day at _____ and end at _____

DESCRIPTION OF WORK: The work includes

_____ (See attached plan.)

WORK CREW: The work will be performed by _____. The equipment used
will be _____.

SAFETY PROTECTION:

The work plan is submitted ten (10) days in advance of any work within twenty five (25) feet of track centerline. Prior to start of work, _____ will request a watch person training session from Union Pacific Railroad Company (UPRR) for all work-crew working within 25 feet of the railroad track for the safety of the contractor’s personnel only. Watch persons are not an approved method of protection for working equipment. Once the watch person training is completed, we will submit an approved list to the Engineer prior to working within 25 feet of the track centerline. UPRR will confirm if a Flagperson is required.

If a Flagperson is required or if equipment is within ten (10) feet from the track centerline, then flagging will be provided by UPRR only. When a Flagperson is required, a new work plan request will be submitted to the Engineer and UPRR a minimum of ten (10) working days prior to any work being performed. If a full track closure/outage is necessary, a minimum notice of ten (10) working days will be provided to the Engineer and PHL for each track closure. The Railroad track closure will be at the full discretion of the Engineer and PHL. The UPRR primary contact is the Manager of Track Maintenance (909-562-2881). The UPRR secondary contact is the Director of Track Maintenance (909-685-2211).

Note: The Contractor shall submit the Railroad Work Plan to the Paragon Partners’ Ports Property Manager (714-379-3376). All related permits shall be obtained prior to submitting the work plan.

EXHIBIT C

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

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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

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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

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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.

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- 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.