



Caring for Our Coast

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May 21, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

55 May 21, 2024


JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACT FOR MARINA DEL REY WATERBUS SERVICE
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

This action is to award a contract providing WaterBus service during the summer months and for Los Angeles County Department of Beaches and Harbors ("Department" or "Beaches and Harbors") community events for residents of and visitors to Marina del Rey.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve award of and instruct the Director of Beaches and Harbors to execute a three-year contract, with three one-year extension options with Hornblower Yachts, LLC, commencing on June 21, 2024 through June 20, 2027, at an annual contract sum of \$1,392,200, for a total maximum amount of \$9,188,520 over the potential total term of six years, which is inclusive of an additional 10% annually for unforeseen services.
3. Delegate authority to the Director of Beaches and Harbors to prepare and execute contract amendments to extend the contract for three additional one-year optional renewals, if, in the opinion of the Director or his designee, Hornblower Yachts, LLC has effectively performed the services during the previous contract period and the services are still needed and required.
4. Delegate authority to the Director of Beaches and Harbors to increase the contract amount by up to an additional 10% in any year of the contract (including any extension option period) for any

additional or unforeseen services within the scope of this contract (subject to the availability of funds in the Department's operating budget).

5. Delegate authority to the Director of Beaches and Harbors to approve and execute change orders and amendments to i) incorporate necessary changes within the scope of work; ii) execute amendments should the contracting entity merge, be acquired or otherwise change entities; and iii) suspend or terminate the contract if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) with Hornblower Yachts, LLC (Hornblower Yachts) will enable the Department to continue to provide WaterBus service in Marina del Rey (Marina) during the summer months for residents and visitors between eight designated boarding locations in the Marina. By providing direct access to the water, as well as itself being a water activity, the program continues to attract visitors and encourage leisurely weekend use of the Marina as a tourist destination, thereby increasing patronage of retail restaurants and other establishments, resulting in additional revenue to the County. In addition, the WaterBus service provides an alternative form of transportation for residents in the Marina, including providing bicyclists with access to the Marvin Braude Bike Trail (coastal bike path) and alleviating traffic in the Marina during the popular Burton Chace Park summer concert series and other special events.

Since its inception in 2002, the WaterBus service has steadily increased in popularity, serving over 58,000 passengers in the 2023 season of the program. To accommodate the increase in ridership, and the popularity of the program, the service will be expanded in the requested contract to accommodate the Department community program series, ARTsea, a two-day event in May; Culture Jams, Sundays in April and May; Marina Drum Circles, Sundays from August through October; and Dance MdR, Fridays in September, which will operate outside of the summer schedule. The current contract with Hornblower Yachts was approved by your Board on April 30, 2019 and will expire on May 5, 2024, if this contract is approved, services will begin June 21, 2024.

Implementation of Strategic Plan Goals

Approval of the contract will promote and further the Board-approved Strategic Plan North Star 2, Foster Vibrant and Resilient Communities, Community Connections, expand access to recreational and cultural opportunities and to facilitate enhanced use of Marina facilities, while providing recreational and transportation alternatives for residents and visitors.

FISCAL IMPACT/FINANCING

The total maximum compensation for the Marina del Rey WaterBus service will not exceed \$9,188,520 over the potential total term of six years, which is inclusive of an additional 10% annually for unforeseen services. The WaterBus will operate for 12 weeks annually, as well as an additional 22 service days for four Department community events throughout the contract year, increasing the previous contract's annual amount from \$818,112 to \$1,392,200 if all contract hours are utilized.

There is sufficient appropriation in the Department's Operating Budget to cover this cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract term with Hornblower Yachts is three years, with three one-year extension options that may be exercised at the discretion of the Director. The contract services will commence on June 21, 2024.

The WaterBus service will be provided on Fridays and Saturdays, 11:00 a.m. to 11:00 p.m.; Sundays and Labor Day, 11:00 a.m. to 9:00 p.m.; Thursdays (concert dates), 5:00 p.m. to 10:00 p.m.; and Fourth of July, 11:00 a.m. to 11:00 p.m. Regular service will begin on the third Friday in June, continuing Thursday to Sunday through Labor Day. The current boarding locations include Fisherman's Village, Burton Chace Park, Waterfront Walk, Marina "Mother's" Beach, Dolphin Marina, the Esprit I Dock, Wetland Park, Del Rey Landing, and Pier 44 (tentative).

The service expansion includes an additional boarding location at Pier 44 and an additional 22 service days for four Department community events throughout the contract year. The contractor will continue to operate two Department-owned vessels that the Department acquired to supplement the WaterBus service during the contract term. These additional vessels will operate during the same hours as the five contractor-provided vessels.

The additional costs are primarily the result of increased WaterBus operator and dockhand hours needed to accommodate the expanded services, as well as an increase in the hourly rates charged by the contractor as a result of fuel and insurance cost increases, and other contract-associated costs, including maintenance and storage of the two Department-owned vessels. The contractor will provide and be compensated at fixed hourly rates for one operator per vessel and one docking assistant at each of the eight boarding locations. The Del Rey Landing boarding location will require an additional part-time docking assistant.

The contractor is able to charge and retain a \$1 fee per passenger, per trip and a \$30 fee for sale of season passes.

The contract contains, and the contractor has agreed to, the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Executive Office and County Counsel requirements.

Hornblower Yachts will provide \$25 million dollars of third-party liability insurance coverage for property damage and bodily injury incurred by their marine vessels, which is a deviation from the \$50 million dollar insurance requirement in the RFP. After consulting the Chief Executive Office's Risk Management Office, the Department determined to allow the reduction as it has done in previous contract years. The CEO's Risk Management Office approved all the other insurance coverage, indemnification and liability provisions included in the contract. The contract has been approved as to form by County Counsel.

This is not a Proposition A contract, as the services are of an extraordinary, professional or technical nature and will be utilized on an intermittent basis; therefore, the Living Wage Program (County Code Chapter 2.2002) does not apply.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA). The WaterBus service is within the class of projects that have been determined will at most involve only minor alterations to existing mooring facilities and, therefore, is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria of

section 15304 of the State CEQA Guidelines ("Guidelines") dealing with minor alterations to land that do not involve the removal of healthy, mature, scenic trees and Classes 4 (f) and (j) of the County's Environmental Document Reporting Procedures and Guidelines adopted by your Board.

CONTRACTING PROCESS

On February 21, 2024, the Department issued a Request for Proposals (RFP) seeking a qualified vendor to provide the WaterBus service in Marina del Rey. The RFP was advertised in each supervisorial district in eight local, diverse, and lesbian, gay, bisexual, transgender, queer, and questioning owned (LGBTQQ) community newspapers: Santa Monica Daily Press, Daily Breeze, Antelope Valley Press, Los Angeles Daily News, Argonaut, Nuestra Comunidad, the Los Angeles Sentinel and the Los Angeles Blade. A notice was also posted to the Department's social media internet sites, the County's "Doing Business with the County" internet site, as well as on the Department's internet site, where the full RFP document was available for download.

One proposal was submitted by Hornblower Yachts and was reviewed to ensure it met the minimum requirements. An evaluation committee comprised of three Department staff members evaluated the proposal based on: (1) Price, 40%; (2) Qualifications, 30%; (3) Approach to Providing Required Services, 20%; and (4) Quality Control Plan, 10%. Hornblower Yachts' scores either met or exceeded the requirements in all portions of the evaluation.

Hornblower Yachts has been the contractor for these services since 2002 and has over 40 years of experience providing water passenger transportation services.

On final analysis and consideration of award, contractor/vendor was selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This is a continuation of a program provided by the Department to the residents of and visitors to Marina del Rey.

CONCLUSION

Upon Board approval, please authorize the Executive Officer of the Board to send an adopted copy of the Board letter to the Department of Beaches and Harbors.

The Honorable Board of Supervisors

5/21/2024

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Jones", with a large, stylized initial "G" that loops back.

GARY JONES

Director

GJ:AV:kd

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HORNBLOWER YACHTS, LLC

FOR

MARINA DEL REY WATERBUS SERVICE

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** County’s Administration
- C** Form(s) Required at the Time of Contract Execution
 - C1** Contractor Acknowledgement and Confidentiality Agreement
 - C2** Contractor Employee Acknowledgement and Confidentiality Agreement
- D** Safely Surrendered Baby Law
- E** Vessel Performance Standards
- F** Department Vessel Specifications
- G** Boarding Locations
- H** Right of Entry Permit

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HORNBLOWER YACHTS, LLC
FOR
MARINA DEL REY WATERBUS SERVICE**

This Contract (“Contract”) made and entered into on _____ by and between the County of Los Angeles, hereinafter referred to as “County” and Hornblower Yachts, LLC, hereinafter referred to as “Contractor”, to provide Marina del Rey WaterBus Service for the Department of Beaches and Harbors.

RECITALS

WHEREAS, the County may contract with private businesses for WaterBus Service when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing WaterBus Services; and

WHEREAS, this Contract is therefore authorized pursuant to California Government Section 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B County's Administration
- Exhibit C Forms Required at the Time of Contract Execution
 - C1 Contractor Acknowledgement and Confidentiality Agreement
 - C2 Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit D Safely Surrendered Baby Law
- Exhibit E Vessel Performance Standards
- Exhibit F Department Vessel Specifications
- Exhibit G Boarding Locations
- Exhibit H Right of Entry Permit

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

2.1.2 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and

conditions for the issuance and performance of all tasks, deliverables, services, and other work.

- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.6 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Beaches and Harbors which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department.
- 2.1.12 Dockhand:** Contractor employee who will be required to handle payments, ticketing, escorting passengers at the dock, and assisting passengers in boarding and disembarking the WaterBus vessels.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Operator/Vessel Operator/Water Bus Operator:** The contractor selected to operate the Marina del Rey WaterBus Service.
- 2.1.15 Proposer:** Any person or entity authorized to conduct business in California who submits a proposal to this RFP.
- 2.1.16 Request for Proposals (RFP):** All parts of this document, including its attachments, exhibits, and forms.
- 2.1.17 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special

provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.18 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.19 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be three years commencing after execution by County's Board, or June 21, 2024, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to three additional one (1) year periods, for a maximum total Contract term of six (6) years. Each such extension option may be exercised at the sole discretion of the Director or his designee as authorized by the Board.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit B (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The net amount the County will expend from its own funds during any Contract year for the WaterBus Service will not exceed the maximum annual amount provided by Contractor in its Exhibit 1 (Pricing Schedule), per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount.

Contractor(s) must perform and complete all Services required of Contractor(s) under this Contract as set forth in Exhibit A (Statement of Work and Attachments), but in any event, not in excess of the contract sum.

5.2 Increase of Contract Sum by Director

Notwithstanding Paragraph 5.1, the Director may, by written notice to the Contractor, increase the maximum annual amount by up to 10 percent during the Contract term or any extension period, to accommodate an increase in staffing, additional boarding locations, working hours and/or Department excursions and special events, subject to the availability of funds in the Department's budget.

5.3 Decrease of Contract Sum by Director

Notwithstanding Paragraph 5.1, the Director may, by written notice, decrease the contract sum to accommodate a decrease in staffing and/or working hours in accordance with Paragraph 5.4. The decreased contract sum will be calculated based on the hourly rates on Exhibit 1 (Pricing Schedule).

5.4 Change of Staff and Working Hours

On reasonable written notice, the Director may require the Contractor to either increase or decrease the assigned number of staff and/or working hours. Notice of seven (7) days will always be deemed reasonable.

5.5 No Increase in Annual or Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the annual or hourly rate(s) of compensation quoted on Exhibit 1 will be given during the term of the Contract or any extension period.

5.6 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.7 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit B (County's Administration).

5.8 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.9 Invoices and Payments

- 5.9.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.9.2** The Contractor's invoices must be priced in accordance with Exhibit 1 (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.9.3** If any repairs are performed on County-provided vessels, or if any unscheduled and/or additional work was performed during the month, the Contractor must prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation.
- 5.9.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.9.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Beaches and Harbors
Financial Services Section
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292

5.9.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.9.7 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.10.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.10.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.10.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.10.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit B (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit 12 (Contractor's Administration) of Appendix B. The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit 12 (Contractor's Administration) of Appendix B. The Contractor must notify the County in writing of any change to Exhibit 12 (Contractor's Administration) of Appendix B, as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility/vessel access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility/vessel access.

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit C1 (Contractor Acknowledgement and Confidentiality Agreement) and Exhibit C2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract,

an amendment to the Contract must be prepared and executed by the Contractor and by the Director of the Department or his designee.

8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of the Department or his designee.

8.1.2 The Director of the Department or his designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of the Department or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same

remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within 10 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.

- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within 10 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the

subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete

description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if

warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment

was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit D (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family

and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees

performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault

or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with

any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be emailed to: Contracts@bh.lacounty.gov.
- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written

notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$1 million

Personal and Advertising Injury: \$1 million
Each Occurrence: \$5 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Protection and Indemnity Liability (P&I)

Insurance covering third-party liability for property damage incurred by marine vessels as well as liability under general maritime law for bodily injury with limits of not less than \$25 million or as approved by County.

8.25.5 Non-Owner Policy

A Non-owner policy with coverage of the Department's vessels will be required in accordance with Paragraph 8.24.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee,

deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly contract sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the

County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Paragraph 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit D (Safely Surrendered Baby Law) of this Contract. Additional information is

available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B (County's Administration) and Exhibit 12 (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the

Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same

manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents are emailed to:

Contracts@bh.lacounty.gov.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting

law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of

this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.1.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.2 Social Enterprise (SE) Preference Program

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.2.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.3.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.


10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 10.0	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Beaches and Harbors thereof, the month, day and year first above written.

COUNTY OF LOS ANGELES

By 

Director, Beaches and Harbors

CONTRACTOR: HORNBLLOWER YACHTS, LLC

By 


Signature
Mitchell Randall

Print Name
Vice President

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
[Sevanna Hartonians \(May 6, 2024 11:28 PDT\)](#)

Deputy County Counsel











MDR WaterBus Service - Contract Signature Page


Final Audit Report

2024-05-07


Created:	2024-04-29
By:	Kieu Jean Dao (kdao@bh.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIV9spT2-zrToB4uCv6o3m3S0A7CocjZ-

"MDR WaterBus Service - Contract Signature Page" History


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-  Document emailed to amy.deift@cityexperiences.com for signature
2024-04-29 - 4:15:22 PM GMT
-  Email viewed by amy.deift@cityexperiences.com
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-  Kieu Jean Dao (kdao@bh.lacounty.gov) added alternate signer mitch.randall@hornblower.com. The original signer amy.deift@cityexperiences.com can still sign.
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-  Document emailed to mitch.randall@hornblower.com for signature
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-  Signer mitch.randall@hornblower.com entered name at signing as Mitchell Randall
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-  Document e-signed by Mitchell Randall (mitch.randall@hornblower.com)
Signature Date: 2024-05-03 - 5:21:52 PM GMT - Time Source: server- IP address: 73.12.235.229
-  Document emailed to shartonians@counsel.lacounty.gov for signature
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 Signer shartonians@counsel.lacounty.gov entered name at signing as Sevanna Hartonians


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Signature Date: 2024-05-06 - 6:28:05 PM GMT - Time Source: server- IP address: 104.129.199.45

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Signature Date: 2024-05-07 - 3:57:41 PM GMT - Time Source: server- IP address: 104.129.199.41

 Agreement completed.

2024-05-07 - 3:57:41 PM GMT

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
MARINA DEL REY WATERBUS SERVICE**

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SOW ATTACHMENTS

1. CONTRACT DISCREPANCY REPORT
2. PERFORMANCE REQUIREMENTS SUMMARY CHART

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
MARINA DEL REY WATERBUS SERVICE**

STATEMENT OF WORK

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The County of Los Angeles Department of Beaches and Harbors (Department) oversees the Marina del Rey WaterBus Service. During the 2023 season, the WaterBus Service served 58,152 passengers, providing area residents and visitors with intra-Marina transportation between eight designated boarding locations. The Department is seeking a qualified and experienced Contractor/Proposer that can both operate and supply the vessels needed to offer the WaterBus Service to the public on behalf of the Department. The Contractor will be required to provide WaterBus Service through the summer season and other dates as specified in this SOW. The Contractor will be required to staff the Waterbuses with an Operator and Dockhand, as specified below in this SOW. The Contractor will be required to provide five vessels to operate the service at the various boarding locations, as provided below in this SOW. In addition to the Contractor provided vessels, the Contractor will also be required to operate two Department-owned vessels for use by the Contractor to supplement the WaterBus Service during the contract term. Additionally, the Contractor will be responsible for the continued storage and maintenance, in Marina del Rey, of the Department's vessels during the Contract term(s). The selected Contractor/Proposer must be capable of providing the services as stated in this Statement of Work (SOW).

1.2 Equipment

Vessels should meet performance standards listed in Exhibit E (Vessel Performance Standards). Such standards are subject to, but not limited to, the following general requirements: 1) capacity of at least 22 passengers; 2) be able to accommodate bicycles and strollers; and 3) meet the accessibility standards of the American with Disabilities Act (ADA).

1.3 Contractor's Base of Operations

The Contractor must maintain a base of operations in Marina del Rey with a listed telephone number where its officers or owners may be contacted personally by telephone, email and mail.

2.0 ADDITION/DELETION OF EQUIPMENT, FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The Department reserves the right to add and/or delete specific tasks, equipment, facilities and/or work hours throughout the term of this Contract,

and otherwise amend and modify the scope of work and tasks in accordance with the County's needs.

- 2.2** The Department may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events will not be deemed breaches of this Contract or of any of the covenants of this Contract and will not relieve the Contractor of its duties as to the remaining facilities and services.
- 2.3** The Contractor will be given reasonable written notice by the County Project Monitor that a facility is to be added or deleted, or that the scope of services is being modified and the effective date of such modifications.
- 2.4** All changes must be made in accordance with Contract, Paragraph 8.1 (Amendments).

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The Department will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Meetings

Contractor must be available to attend meetings with the Department as required.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Administrator will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Administrator within five (5) business days, acknowledging the

reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Contract Administrator within five (5) business days.

4.2 In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 5.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3** Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

5.2 County's Project Director

The Community and Marketing Services Division Chief of the Department will be the Contract County Project Director will have the authority to act for the County in the administration of the Contract, except where action of the Director or his designee is expressly required by the Contract.

5.3 Furnished Items

The equipment furnished by the County below may be used by the Contractor only for activities related to the performance of the Contract work. The Contractor agrees to defend and hold the County harmless from any loss, liability, claim, lawsuit, property damage, theft, destruction of property or injury resulting from Contractor's use of the equipment. Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of work contained herein. Should Contractor's employees damage County property or equipment, Department will issue to Contractor a CDR detailing costs for all repairs or

replacement of lost, stolen or damaged equipment, and deduct costs from Contractor's invoice.

5.3.1 County-provided vessels

Up to two vessels may be provided to the Contractor for use to supplement the WaterBus service. The County's vessels will require the same hours and staffing as the five contractor operated vessels, as set forth in Paragraph 9.0 (Specific Work Requirements) of this SOW and will be operated in accordance with Exhibit E (Vessel Performance Standards). Required storage and maintenance of the Department's vessels will be as follows:

- County's vessels will be housed full-time in Marina del Rey. County staff will have access to its vessels and may be operated by County staff at any time upon reasonable notice to the Contractor.
- Contractor will ensure that County's vessels receive all required routine maintenance in accordance with the manufacturer's specifications.
- If it is determined that any needed repairs outside of regular routine maintenance is required on any of County's vessels, Contractor will coordinate and notify County before any work is performed. No work will be performed on County's vessels without prior written consent from the Department. County, in its sole discretion, may choose to have an independent party inspect and/or perform any repairs.
- Upon Director approval, the Contractor may be granted permission to utilize the vessels for transportation during Department-sponsored community service events.
- To the extent possible, Contractor will operate and maintain County's vessels with clean fuel and proper cleanings of the boat hulls, especially for those painted with biocide (i.e. copper, zinc) paints for regular WaterBus service.

5.3.2 Billing for Repairs of County-provided Vessels

After receiving County approval for any needed repairs on any County-provided vessel, Contractor will submit an invoice separate from its WaterBus service invoice in accordance with Paragraph 5.9 (Invoices and Payments) of the Contract.

CONTRACTOR

5.4 Contractor's Project Manager

- 5.4.1** Contractor must provide a full-time Contractor's Project Manager (CPM) or designated alternate. County must have access to the CPM during all hours, 365 days per year. Contractor must provide a telephone number where the CPM may be reached by reasonable

notice each business day as well as at other times as required by the Contract work.

5.4.2 CPM must act as a central point of contact with the County.

5.4.3 CPM must have two years of experience.

5.4.4 CPM/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. CPM/alternate must be able to effectively communicate, in English, both orally and in writing.

5.5 Personnel

5.5.1 Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.

The Contractor will be required to provide one staff person/employee to operate the vessels, and one dockhand per boarding location to assist in boarding-pass sales and collection, escorting, loading and unloading passengers. In addition, the Del Rey Landing boarding location requires one additional part-time dockhand to assist with boarding at this location.

5.5.2 Contractor will be required to background check their staff as set forth in Contract, Paragraph 7.5 (Background and Security Investigations).

5.5.3 Contractor will ensure that persons performing Contract services are of sound mental, physical, and emotional condition as necessary to perform the required duties.

5.5.4 Personnel employed by the Contractor and assigned to perform Contract work will have no serious misdemeanor, theft, or felony convictions.

5.5.5 Personnel employed by the Contractor and assigned to perform Contract work will be at their assigned worksite(s) during the hours of operation of the WaterBus Service. In the event of an employee's illness or other emergency necessitating their absence, the Contractor will provide replacement personnel.

5.5.6 All personnel assigned by the Contractor to perform Contract work will at all times be employees of the Contractor, and the Contractor will have the sole right to hire, suspend, discipline, or discharge employees. However, the Director reserves the right to request, at any given time, the immediate exclusion of any member(s) of the Contractor's staff from working on this Contract, and the Contractor will immediately comply with Contract, Paragraph 7.5 (Background and Security Investigations).

5.5.7 The Contractor will provide the County with a current list of employees including, but not limited to, management, Vessel

Operators, and Dockhands, and will keep this list updated during the Contract term.

5.6 Uniforms/Identification Badges

5.6.1 The Contractor is responsible for ensuring that all Vessel Operators and Dockhands, and Contractor staff working on a waterbus and/or boarding location are attired in khaki colored slacks or shorts, and white polo shirts with the WaterBus logo. The digital file for the WaterBus logo will be provided to the Board-approved Contractor upon full execution of the Contract. The Contractor will then be responsible for placing the logo on the polo shirts.

5.6.2 Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

5.7 Materials and Equipment

5.7.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

5.7.2 Vessels

The Contractor will be required to operate five vessels for the WaterBus Service. The County requires that during scheduled hours of operation, all WaterBus vessels must display identical signage that will be provided by the Department in order to build awareness of the WaterBus Service. Banners should be removed from vessels if vessel is navigating the water while not in service. The Contractor will be responsible for all vessel maintenance, storage, and upkeep. It is preferred that the Contractor operate and maintain clean fuel vessels for regular WaterBus Service. Should the Contractor operate the Department's two additional vessels during the term of the Contract, the Contractor will be required to operate at least seven vessels for the WaterBus Service. Signage will also be provided by the Department for operation of the Department's two additional vessels.

5.8 Training

5.8.1 Contractor must provide training programs for all new employees and continuing in-service training for all staff.

5.8.2 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

5.9 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during

regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The Contractor will return calls and/or emails during business hours, or no later than the next business day or as soon as reasonably possible if the request is designated urgent. When the office is closed, an answering service will be provided by the Contractor to receive calls. The Contractor will answer calls received by the answering service within two hours of receipt of the call.

6.0 HOURS/DAY OF WORK

6.1 Summer WaterBus Schedule

The Contractor must maintain the following schedule to operate the WaterBus Service:

Summer Season:

- June (Third Friday of the Month) – September (Labor Day)
- Four (4) Thursdays (Concert dates) in July - August

Days and Times:

- Fridays – Saturdays: 11:00 a.m. – 11:00 p.m.
- Sundays: 11:00 a.m. 9:00 p.m.
- Thursdays (Concert dates): 5:00 p.m. – 10:00 p.m.

Holidays:

- July 4th: 11:00 a.m. - 11:00 p.m.
- Labor Day: 11:00 a.m. - 9:00 p.m.

6.2 Department Events Schedule

The Contractor is also required to provide the Waterbus Service during the below events held by the Department:

ARTsea:

- May (two-day event, exact date to be provided by Department), 11:00 a.m. – 11:00 p.m.

Culture Jams:

- April and May (Sundays) 10:30 a.m. – 5:00 p.m.

Marina Drum Circles:

- August – October (Sundays) 10:30 a.m. – 5:00 p.m.

Dance MdR:

- September (Fridays) 5 p.m. - 11:00 p.m.

Note that the dates for the events listed above may change in subsequent contract years.

7.0 WORK SCHEDULES

- 7.1** Contractor must submit for review and approval a work schedule for each vessel to the County's Project Monitor within five (5) days prior to starting work. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames by day of the week, morning, afternoon and evening the tasks will be performed.
- 7.2** Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County's Project Monitor for review and approval within five (5) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

- 8.1** The County's Project Manager or their designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing vessels.
- 8.2** Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County's Project Manager, or their designee, must approve the excess cost. In any case, no unscheduled work will commence without written authorization.
- 8.3** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact the County's Project Monitor for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to the County's Project Monitor within five (5) working days after completion of the work.
- 8.4** All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.
- 8.5** The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.
- 8.6 Contractor Set-up/Shut-down Time**

An additional 30 minutes has been added to the "Hours per Day" on Exhibit 1 (Pricing Schedule) to accommodate the Contractor's "set-up and shut-down" time. The hours of operation will remain the same for the optional extension years, with variations to accommodate holiday dates. Upon

Contract extension, at the discretion of the Director, an updated schedule will be provided by the Department. All hours are subject to change. The Contractor will provide WaterBus Service during the established WaterBus schedule.

8.7 Additional WaterBus Service

In addition to the regular WaterBus Service as described in Paragraphs 6.1 and 6.2, the Department may request the Contractor to provide additional WaterBus services and/or Department excursions throughout the year. Such requests for additional services may require a regular full-day operation of WaterBus services. Reasonable notice will be provided to Contractor prior to the Department's request for additional services.

9.0 SPECIFIC WORK REQUIREMENTS

9.1 Boarding Location/Staffing

The County requires at least one Contractor employee at each boarding location to serve as Dockhand, which requires handling payments and ticketing, escorting passengers up and down the dock, and assisting passengers in boarding and disembarking the WaterBus vessels. The Del Rey Landing dock boarding location requires one dockhand and one additional part-time dockhand to assist with boarding at this location.

9.2 Vessel Operators

The County requires at least one Contractor Vessel Operator for each WaterBus vessel. Vessel Operators must be certified, inspected, and licensed by the U.S. Coast Guard as stated in Paragraph 9.3.

9.3 Licenses

9.3.1 A Los Angeles County Business License is required for WaterBus/ferry operation in Marina del Rey.

9.3.2 Vessel Operator(s) will be certified, inspected, and licensed by the U.S. Coast Guard.

9.4 Rules and Procedures

The Contractor will post facility rules and procedures, subject to Departmental approval, to ensure that the WaterBus operation, i.e., boarding, waiting and disembarking, is conducted in a safe and efficient manner. The Contractor will operate the WaterBus Service according to the posted rules and procedures.

9.5 Permits

Contractor must obtain a Right of Entry Permit (Exhibit H) from the Department to access the following County Parcels: Fisherman's Village (Parcel 56), Burton Chace Park, Marina City Club (Waterfront Walk), Marina "Mother's" Beach, Dolphin Marina, Esprit 1, Wetland Park, Del Rey Landing, and Pier 44.

If a Coastal Development Permit is required, the Department will assist the Contractor in obtaining one from the California Coastal Commission. In the event that no Coastal Development Permit can be obtained, the County may terminate this Contract in accordance with Paragraph 8.42 (Termination for Convenience) of the Contract.

9.6 Fare/Season Pass

The Contractor will charge a fare of \$1 per passenger, one way. In addition, the Contractor will offer and sell a season pass for unlimited WaterBus rides at the rate of \$30 for the entire summer. The season passes will be non-transferable and identification will be necessary for their use. The Contractor will retain all monies collected for both the fare and season passes. The Contractor will keep detailed records of the monies collected, along with the daily passenger count, per hour, per location, as required in Paragraph 10.0, Logs and Reports, and forward those records to the County on a weekly basis.

The Department, in its sole discretion, reserves the right to increase the \$1 passenger fee during the contract term. Any revenue collected by the contractor above the \$1 passenger fee will be credited back to the Department by deduction of the revenue amount from contractor's submitted invoices.

9.7 Publicity

The Department will collaborate with the Contractor on development and implementation of an aggressive campaign to advertise and promote the Marina del Rey WaterBus Service. Media and community outreach may include social media, press releases, websites, brochures and Los Angeles County Television Channel shoots. The Contractor will implement and cooperate with all marketing programs as well as display all appropriate signage when in operation.

10.0 LOGS AND REPORTS

10.1 During the Contract term, the Contractor will report in writing to the County Project Monitor every Tuesday a daily passenger count per hour, per location and the total amounts collected per day.

10.2 During the Contract term, the Contractor will report in writing to the County Project Monitor every Tuesday the wait times between passenger departures and pick-ups, documenting the time each vessel departs each stop and the arrival time of the next vessel.

10.3 The Contractor will provide, by the 15th of every month, covering the prior calendar month, a monthly fuel consumption report and a list of any problems and their resolution during the prior month's services.

10.4 During the Contract term, the Contractor will provide a quarterly checklist of all maintenance performed on the Department's vessels.

11.0 GREEN INITIATIVES

11.1 Contractor will use reasonable efforts to initiate “green” or sustainability practices for environmental and energy conservation benefits.

11.2 Contractor will notify the County Project Monitor of any new “green” or sustainability initiatives by the Contractor prior to the Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond those defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: _____		Contractor Response Received:
Contractor: _____	Contract No. _____	County's Project Manager:
Contact Person: _____	Telephone: _____	County's Project Manager Signature:
Email: _____		Email:

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	_____	_____	_____ _____ _____	_____ _____ _____	_____ _____ _____
2	_____	_____	_____ _____ _____	_____ _____ _____	_____ _____ _____
3	_____	_____	_____ _____ _____	_____ _____ _____	_____ _____ _____

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

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PERFORMANCE REQUIREMENTS SUMMARY (PRS)
Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
CONTRACT: PARAGRAPH 5.5 – <i>INVOICES & PAYMENTS</i>	Contractor will submit invoices by the 15 th of each month.	Review of Invoices	\$100 per occurrence
CONTRACT: PARAGRAPH 8.8. – <i>COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM</i>	Contractor will have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$100 per occurrence
CONTRACT: PARAGRAPH 8.25 – <i>INSURANCE COVERAGE</i>	Contractor will maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
CONTRACT: PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION-AUDIT SETTLEMENT</i>	Contractor will maintain all required records as specified.	Inspection of Files	\$100 per occurrence
CONTRACT: PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor will obtain County's written approval prior to subcontracting any work.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 1.2 – <i>EQUIPMENT</i>	Contractor will ensure vessels meet performance standards as stated in Exhibit E.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 1.3 – <i>CONTRACTOR'S BASE OF OPERATIONS</i>	Contractor will maintain a base of operations in Marina del Rey where owners may be contacted by telephone.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 4.0 – <i>QUALITY ASSURANCE PLAN</i>	Contractor will respond to issued Contract Discrepancy Reports within five workdays.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.4 – <i>CONTRACTOR'S PROJECT MANAGER</i>	Contractor will designate a full-time employee as Contractor's Project Manager.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.5 – <i>PERSONNEL</i>	Contractor's personnel will comply with all responsibilities listed in Paragraph 5.5.	Review of Records	\$150 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)
Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.9 – <i>CONTRACTOR'S OFFICE</i>	Contractor will return calls and/or emails during business hours or no later than the next business day.	Observation	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.7.2 – <i>VESSELS</i>	Contractor will operate at least five vessels for the WaterBus Service with identical signage displayed.	Observation	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.0 – <i>SPECIFIC WORK REQUIREMENTS</i>	Contractor will provide operator(s) for each vessel and required additional employees at each docking site.	Observation	\$250 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.6 – <i>UNIFORMS/IDENTIFICATION BADGES</i>	Contractor will ensure all dock attendants are attired in khaki colored slacks or shorts, with white polo shirts with WaterBus logo.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 7.0 – <i>WORK SCHEDULES</i>	Contractor will maintain a regular weekly schedule, making all scheduled stops on-time as specified in Contract.	Inspection & Observation	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 7.0 – <i>WORK SCHEDULES</i>	Contractor will operate at the days and times as scheduled, making all scheduled stops on-time as specified in Contract.	Inspection & Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 8.7 – <i>ADDITIONAL WATERBUS SERVICES</i>	Contractor will provide additional WaterBus Service when requested by the Department.	Inspection & Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.2 – <i>LICENSES</i>	Contractor will maintain required licenses during the term of the Contract.	Review of Records	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)
Marina del Rey WaterBus Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.3 – RULES AND PROCEDURES	Operator will post facility rules and procedures to ensure operation is conducted in a safe and efficient manner.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.4 – PERMITS	Operator must obtain Right of Entry Permit to County parcels and, if necessary, a Coastal Development Permit from the California Coastal Commission.	Inspection & Observation	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.5 – FARE/SEASON PASS	Contractor will collect and keep fare and deliver accurate collection records to County.	Inspection of Files	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 9.6 – PUBLICITY	Contractor will implement and cooperate with all marketing programs.	Observation	\$100 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 5.3.1 – COUNTY-PROVIDED VESSELS	Contractor will store, maintain and coordinate repair of the Department's vessels in accordance with Paragraph 5.3.	Review of Records	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 10.0 – LOGS AND REPORTS	Contractor will report in writing to the County Project Monitor every Tuesday a daily passenger count per hour, per location & the total amounts collected per day.	Review of Records	\$150 per occurrence
STATEMENT OF WORK: EXHIBIT A, PARAGRAPH 10.0 – LOGS AND REPORTS	Contractor will report in writing to the County Project Monitor every Tuesday passenger wait times between passenger departures and pick-ups, documenting the time each vessel departs each stop and the arrival time of the next vessel.	Review of Records	\$150 per occurrence

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Catrina Love, Community and Marketing Services Division
Title: Division Chief
Address: 4701 Admiralty Way
Marina del Rey, CA 90292
Telephone: (424) 526-7871
Email Address: CLove@bh.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Susana Espinosa, Community and Marketing Services Division
Title: Principal Real Property Agent
Address: 13640 Mindanao Way
Marina del Rey, CA 90292
Telephone: (424) 526-7891
Email Address: SEspinosa@bh.lacounty.gov

COUNTY PROJECT MONITOR:

Name: Michael Blenk, Community and Marketing Services Division
Title: Real Property Agent II
Address: 13575 Mindanao Way
Marina del Rey, CA 90292
Telephone: (424) 526-7892
Email Address: MBlenk@bh.lacounty.gov

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

VESSEL PERFORMANCE STANDARDS

The following are minimum performance standards and specifications that must be met by the vessels used by the Contractor to provide WaterBus service on behalf of the County.

These vessel standards and specifications may be used in part to evaluate, rank and award points for each bid proposal.

1. Vessels with a capacity of at least 22 passengers are preferred;
2. Each vessel must safely accommodate at least two (2) disabled passengers in wheelchairs;
3. Each vessel must safely accommodate up to four (4) bicycles;
4. Each vessel must safely accommodate strollers;
5. Each vessel must be of either aluminum or composite construction;
6. Each vessel must provide adequate stability for use on Marina waters as defined in Title 46 Code of Federal Regulations (46 CFR);
7. Standard vessel designs are acceptable provided they satisfy all requirements;
8. Pontoon vessels are preferred;
9. Each vessel must be highly maneuverable and capable of turning 360 degrees within one (1) boat length;
10. All vessels must be able to operate 8 nautical miles per hour for 12 hours at full load with a 10% fuel reserve;
11. Twin-screw propulsion systems are preferred to improve maneuverability;
12. All vessels must have boarding locations on both sides with a freeboard of approximately 18 inches;
13. All vessels must be fitted with a transfer span to allow access to and from boarding floats with a freeboard of 18 inches with a maximum slope of 1:12 (8.33%);
14. Each vessel must be provided with a USCG Certificate of Inspection for service within Marina del Rey and the entrance channel to Marina del Rey as defined in the Los Angeles County Code with a one (1) person crew;

VESSEL PERFORMANCE STANDARDS

15. Each vessel must carry a Los Angeles County Water Taxi “Vessel” License on board;
16. The WaterBus contractor must carry a Los Angeles County Water Taxi “Operator” License on its premises;
17. All vessels must be able to securely accommodate themed graphics, including at least two (2) banners as determined by the Department; and
18. Operated with preferred alternative fuel and environmentally sensitive technologies as listed below:
 - Clean diesel
 - Diesel-electric
 - Gas/GNC-electric
 - Solar-electric (hybrid)
 - Fuel cells
 - Non-biocide or non-copper boat hull paints
 - Proper hull cleaning methods to reduce copper leaching from the hull paints

Specifications for County-owned Vessels

VESSEL #1 SPECIFICATIONS:

VESSEL TYPE: Commercial Pontoon Boat with Single Motor

LENGTH: 35 feet

WIDTH: 10 feet

PONTOON LENGTH: 36 inch diameter

MINIMUM PASSENGER CAPACITY: 24

MAXIMUM PASSENGER CAPACITY: 28

VESSEL #2 SPECIFICATIONS:

VESSEL TYPE: Commercial Pontoon Boat with Dual Motor

LENGTH: 45 feet

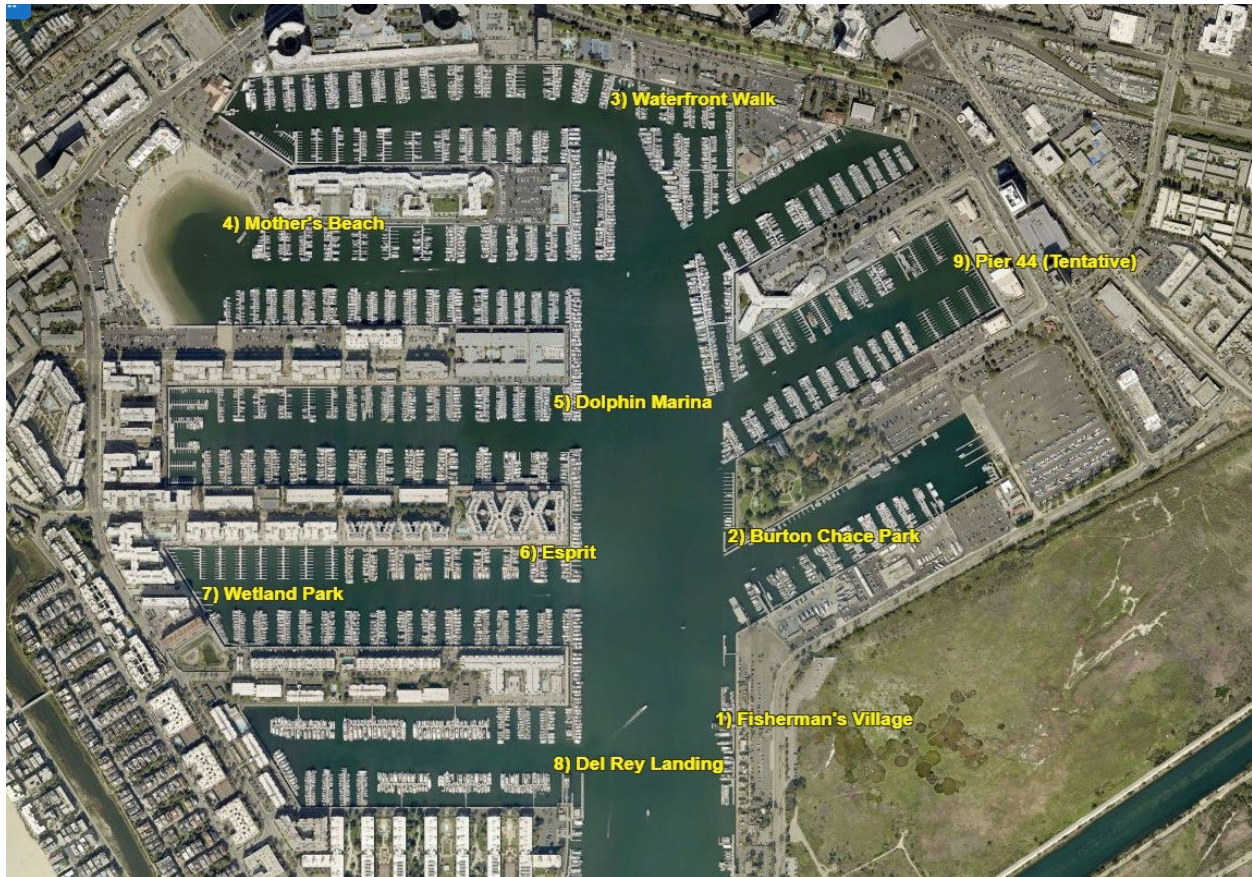
WIDTH: 12 feet

PONTOON LENGTH: 42 inch diameter

MINIMUM PASSENGER CAPACITY: 49

MAXIMUM PASSENGER CAPACITY: 55

WATERBUS BOARDING LOCATIONS



WaterBus Boarding Locations:

1. Fisherman's Village
2. Burton Chace Park
3. Waterfront Walk
4. Marina "Mother's" Beach
5. Dolphin Marina
6. Esprit 1
7. Wetland Park
8. Del Rey Landing
9. *Pier 44 (tentative in next 6 years)*



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
13837 Fiji Way, Marina del Rey, California 90292

RIGHT OF ENTRY PERMIT NO. XXXX ("Permit")

Effective Date: _____ Expiration Date: _____

BEACH/FACILITY ("Premises"): **EIGHT (8) Marina del Rey dock locations**, as depicted in Exhibit G

PERMITTEE ("Permittee"): _____

CONTACT: _____

PURPOSE OF PERMIT ("Purpose of Permit"): access to the Premises, as depicted in Exhibit G, ("WaterBus Boarding Locations") to provide water bus services relating to the Marina del Rey water bus service (WaterBus Service), County Contract No. XXXX ("Contract")

EQUIPMENT TO BE USED: Boats and appurtenances customarily utilized for the performance of the activities set forth under the above Purpose of Permit: water bus pontoons

STAGING AREA: (none requested)

APPLICATION DATE: _____
PROCESSING FEE: \$ _____

ISSUE DATE: _____
**COUNTY OF LOS ANGELES ("COUNTY"),
DEPARTMENT OF BEACHES AND
HARBORS ("DEPARTMENT")**

TOTAL DUE: \$ _____

**GARY JONES, DIRECTOR or
Authorized Representative**

AMOUNT PAID: \$ _____
RECEIPT NO. _____

By: _____

Chief Property Manager
Asset Management Division

THIS PERMIT INCLUDES AND IS SUBJECT TO THE TERMS AND CONDITIONS AND AMENDMENTS LISTED ABOVE AND BELOW AND TO THE PROVISIONS LISTED UNDER THE "GENERAL PROVISIONS" SECTION HEREIN

SPECIAL CONDITIONS:

- County Contract.** Permittee shall abide by all provisions set forth in the Contact. To the extent that any of the provisions of the Contract and this Permit shall have contrary provisions, the terms, conditions, and limitations of the Contract shall prevail.
- WaterBus Boarding Locations on Private Docks.** Permittee shall abide by rules and regulations set forth at all WaterBus Schedule Boarding Locations, including without limitations: (a) operating the WaterBus Service in accordance to the WaterBus Schedule Boarding Locations; (b) at location No. 3 (Waterfront Walk): (i) escorting WaterBus passengers to and from the dock gate, and (ii) closing the dock-gangway gate; and (c) at location No. 8 (Del Rey Landing), attending an on-site safety training;

ROE PERMIT NO. RE-XXXX

3. **Additional WaterBus Service.** In addition to providing the WaterBus Service as described in the WaterBus Schedule and Boarding Locations, Permittee shall provide WaterBus Service during the Department sponsored XXX event, at the same dock locations, on the date of XXX.
4. **Los Angeles County Sherriff's Department.** Permittee shall complete the Application and Permit to Conduct a Marine Event within Marina del Rey Small Craft Harbor and return it to the Los Angeles County Sheriff's Department, Marina del Rey Station, before starting any work under this Permit.
5. **Best Efforts to Ensure Public Safety.** Permittee shall exercise all the necessary precautions to safeguard the public from injury. Such precautions shall include without limitation, exercising extra caution when navigating through the area described in Exhibit A as WaterBus Boarding Location No. 4 (Marina "Mother's" Beach), where it is open to swimmers and small vessels such as kayaks and dinghies.
6. **Condition of Premises; Alterations.** Permittee has examined the Premises and is familiar and satisfied with the condition thereof. Permittee accepts the Premises "AS IS" with all faults and without any representation or warranty by County as to its condition or suitability for Permittee's use or any other use thereof, in its present state and condition and waives any and all rights or demands against County for any alteration, repair, modification or improvement thereof. Permittee shall make no alterations or improvements to the Premises without prior written approval from the County. Permittee shall arrange for and bear the cost of all required governmental permits, site preparation, utility installation, surface treatment, Premises containment or enclosure, insurance, and utility service, and other costs of any nature whatsoever that are incurred by Permittee or Permittee Parties or otherwise required in connection with Permittee's activities on the Premises. Permittee shall not be entitled to any reimbursement, credit or offset from County for any of such costs, or for any work performed by or on behalf of Permittee.
7. **Premises Current Condition.** Permittee acknowledges that it examined the Premises and is familiar and satisfied with the conditions thereof.

Prior to starting any work under this Permit, Permittee shall take photos to document the preexisting condition of the Premises, including without limitation, all paved-surface and striping, any dents, divots, and gashes. Such photos shall be submitted to the Right of Entry Permit Administrator no later than one week after they are taken.

8. **No Change to Approved Exhibits.** Permittee shall make no changes to any exhibits, without the prior written approval from the Department. Permittee may request Department's approval for any changes to an exhibit, in writing, by contacting the then right-of-entry permit administrator ("Right of Entry Permit Administrator"). The Department's Right of Entry Permit Administrator is Linda Phan (email: LPhan@bh.lacounty.gov). The Department shall have the right to deny any requests in its sole and absolute discretion.
9. **Working Hours.** All activities under and during the term of this Permit shall be performed within the timeframe stated in the WaterBus Schedule and Boarding Locations ("Working Hours").
10. **No Storage Permitted.** Permittee is strictly prohibited from storing any kind of material or equipment on the Premises at any time,
11. **Premises Prior Conditions.** Permittee shall take photos to document the conditions of the Premises prior to Permittee's work, and submit such photos to the Department within one week after they were taken.
12. **Best Efforts to Minimize Negative Impact.** Permittee shall minimize the negative impact on any of the County's operations, including without limitation ensuring that all vehicles and equipment belonging to Permittee, its agents, employees, contractors, subcontractors, invitees, visitors, servants, and anyone holding under the Permit (collectively, "Permittee Parties") do not block any driveways, entrances or exits, parking spaces, emergency access ways or bike paths, except as expressly permitted under this Permit. Emergency vehicles must be able to navigate safely and freely in and out of the Premises at all times.
13. **Advertising and Marketing Materials.** Permittee shall not exhibit or permit any Permittee Party to exhibit any advertising signs or other marketing material on the Premises, other than signs displaying the name and



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telephone number of Permittee or information permanently affixed to Permittee's or Permittee Parties' vehicles, unless prior written approval of the Director of the Department is first obtained.

14. **Public Courtesy.** Permittee shall conduct work in a courteous, non-profane, and first-class workmanlike manner. Permittee shall not interfere with the use of the Premises by the County or the public, except as herein permitted. Permittee shall promptly remove or cause to be removed from the Premises all Permittee Parties that fail to conduct activities in the manner heretofore described.
15. **Parking.** Permittee is not granted parking privileges on the Premises or at any County parking lots. Permittee Parties shall pay the posted parking lot entry fee for each vehicle upon entry into the Premises or any other County parking lots and shall obey all posted parking lot rules and regulations. Any vehicles found without the valid-paid parking permit clearly visible and appropriately displayed on the left side of the dashboard will be subject to a SIXTY-THREE DOLLAR (\$63) parking citation or such fine as may be in force and effect at the time of citation issuance. Citations will not be waived under any circumstances.
16. **County Not Responsible for Permittee's Property.** Permittee understands and agrees that County shall not be responsible for any theft of or damage to the equipment, tools, vehicles, materials or other property of any Permittee Party or for any personal injury associated with any Permittee Party's entry onto the Premises or incurred in connection with the work under this Permit. Permittee shall indemnify, defend, and hold harmless the County for any and all claims, liabilities, damages, losses, costs and expenses (including without limitation, legal fees and costs) incurred by or brought against County in connection with or related to any of the matters set forth in the immediately preceding sentence.
17. **General Maintenance.** Permittee's general maintenance of the Premises shall include without limitation: (a) on a daily basis, removing all trash, debris or other materials generated in connection with the work under this Permit; (b) removing any graffiti tagged on the Premises or the property of Permittee or Permittee Parties within 24 hours after the earlier of the discovery of such graffiti by Permittee or Permittee Parties or the receipt of notice from the Department; (c) promptly repairing or replacing all damaged property caused by Permittee or Permittee Parties as soon as Permittee is aware of the damage but not later than five (5) calendar days after receipt of notification from the Department; (d) keeping the Premises affected by Permittee's work under this Permit and any of its property on the Premises in good working order, and maintaining such property in a neat, clean, and orderly condition at all times; (e) not permitting graffiti, rubbish, garbage, etc., to accumulate; (f) not using or allowing the use of the Premises for any illegal or unauthorized purpose; and (g) complying with all federal, state, and local laws, statues, and ordinances concerning the Premises and the use thereof.
18. **Repair and Restoration of Premises.** Permittee shall repair all damage caused by Permittee's work under this Permit, and restore the Premises to a substantially similar or better condition than it was at the time Permittee first entered the Premises. Such repair and restoration to the Premises shall include without limitation: (a) repairing or replacing all damaged property caused by Permittee or Permittee Parties; (b) removing all Permittee's property from the Premises; and (c) removing all trash or debris and returning the Premises in a broom-clean condition.

The Department shall have the right to inspect and require Permittee to perform further repair or restoration work if it deems the initial repair or restoration to be unsatisfactory.

19. **Permit Extension for Repair and Restoration Purpose.** Following the Expiration Date, the Permit may be automatically extended with the terms and conditions set forth herein, for the limited purposes of Permittee's repair and restoration work as required in above Special Condition No. 18 (if required by County).
20. **Failure to Comply with Permit's Terms and Conditions.** The failure of Permittee to comply with all terms and conditions of this Permit, including without limitation, these Special Conditions or the General Provisions set forth below, shall constitute a material breach of this Permit by Permittee and shall entitle County, in addition to any other rights or remedies, to immediately terminate or suspend this Permit.



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GENERAL PROVISIONS

1. **Notification to Permittee's Parties.** Permittee shall be responsible for informing Permittee Parties of the conditions of this Permit, and that a copy of this Permit shall be given to the contractor(s) and any subcontractor(s). Further, a copy of this Permit shall be kept at the work site at all times during the term of this Permit.
2. **Additional Conditions.** This Permit is subject to additional conditions that the Director of the Department or his representative may issue during the term of this Permit. When possible, such additional conditions shall be delivered in writing to the address or email address shown on the first page of this Permit.
3. **Compliance with other Permits and Approvals.** Permittee is advised that performance of the work under this Permit may require permits, approvals, waivers or recommendations from those regulatory agencies having jurisdiction thereof, including without limitation, the United States Army Corps of Engineers, the California Coastal Commission, and/or the California Department of Transportation. Permittee shall obtain all required permits, approvals, waivers or recommendations prior to commencing work, and shall keep and perform all provisions contained therein.
4. **Provide Department with all other Permits and Approvals.** Permittee shall provide the Department with a copy of all permits, approvals, waivers, or recommendations for the work under this Permit (including any and all extensions, updates, amendments or addenda) issued or to be issued to Permittee by any regulatory agency. Prior to the commencement of work under this Permit, Permittee shall demonstrate to the satisfaction of the Department that it has obtained and will maintain for the duration of this Permit, all permits, approvals, waivers or recommendations necessary for the work on the Premises, and other related work to be performed by Permittee on any other surrounding land. Failure to comply with this condition shall constitute a material breach of contract upon which the Department may immediately terminate or suspend this Permit.
5. **Compliance with Law.** Permittee shall, at its sole expense, comply with, and cause all Permittee Parties to comply with, all applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of County, City, State, the United States of America, the California Coastal Commission and/or other governmental or quasi-governmental entities ("Applicable Laws") or of any other person or entity (including without limitation, relevant provisions of the Americans with Disabilities Act ("ADA"), in effect during the term hereof, regulating the use, occupancy or improvement of the Premises.

Permittee also hereby warrants and represents that it shall comply with all federal, state, and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances on the Premises. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal, release or effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.
6. **Best Management Practices.** Permittee shall be responsible for the selection and implementation of Best Management Practices ("BMPs") to prevent contamination of the Premises, adjacent land, water, or local sand. Such BMPs shall include without limitation, placing oil absorbent pads under all vehicles and equipment, and having absorbent material readily available to prevent any hazardous runoff or spill.
7. **Right of Use.** Permittee acknowledges that this Permit is issued to Permittee for the intended activities, and is not intended to create, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, association or landlord/tenant, as between County and Permittee. It is expressly understood by Permittee that in allowing the right to use the Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use the Premises pursuant to this Permit is only a nonexclusive, revocable and un-assignable license to conduct work in accordance with the terms and conditions of this Permit.
8. **No Improvements Permitted.** Permittee shall not construct or place any improvements on the Premises.



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9. **Permittee's Right to Terminate.** Permittee may terminate this Permit at any time by giving County no less than thirty (30) calendar days' advance written notice of intention to terminate. However, such termination shall not be effective unless Permittee has complied with all of the following:
- Permittee shall vacate the Premises, including the removal of all equipment and property of Permittee and Permittee Parties and return the Premises in the condition required under this Permit. Permittee acknowledges that it shall be responsible for all costs of vacating the Premises.
 - Permittee shall have performed all of its obligations under this Permit with respect to the work performed prior to such termination or required to be completed by Permittee notwithstanding such termination, including without limitation, all repair and restoration obligations under this Permit and any additional work required to be performed pursuant to Special Condition No 18.
 - An authorized County representative shall have the right to inspect the Premises for compliance with this Permit. Until such compliance is confirmed in writing by an authorized County representative, Permittee shall continue to be responsible for the condition of the Premises.
10. **County's Right to Terminate.** Except as otherwise provided for immediate termination for a material breach of this Permit, County may terminate this Permit at any time by giving Permittee thirty (30) calendar days' written notice of termination. Upon termination for any reason, Permittee shall vacate the Premises as required under this Permit. Permittee agrees that if it fails to vacate and return the Premises to County as herein provided, then County or its authorized agents may enter upon the Premises, remove Permittee's personal property therefrom and perform any obligations of Permittee that Permittee fails to perform hereunder. Permittee shall reimburse County for all expenses incurred by the County pursuant to the immediately preceding sentence, plus interest at the maximum rate allowed by law, accruing from the day County incurred the expense until such time as the principal and interest are fully paid. Permittee waives any and all claims for damages against the County, its officers, agents, or employees in connection with any such termination. This paragraph shall be in addition to, and no term or provision of this Permit shall be deemed a waiver of, any rights of the County to demand and obtain possession of the Premises in accordance with law, if Permittee violates any term or condition of this Permit.
11. **County's Right to Terminate or Temporarily Suspend.** It is understood and agreed that County may terminate or temporarily suspend this Permit immediately upon notice to Permittee to allow the performance of work by County, its officers, agents, and employees, necessary to protect or safeguard persons or property, including without limitation the Premises, from impending danger, hazard, or harm; provided, however, that County shall have no duty, obligation or responsibility with respect to any such dangers, hazards or harms, or with respect to any such protections or safeguards.
12. **Complete Agreement.** This Permit constitutes the entire agreement of the parties with respect to the subject matter hereof. This Permit supersedes all oral and written agreements and understandings made and entered into by the parties before the date hereof. This Permit may be modified only by a written agreement executed by the parties.
13. **Permittee's Waiver and Release.** Permittee hereby waives, and releases County from and against, any and all claims or liabilities for damage to the Premises or injuries to persons that may arise from or be incidental to this Permit or the use and occupancy of the Premises by Permittee or Permittee Parties, or for damages to the property of Permittee or Permittee Parties, or for injuries to Permittee or Permittee Parties or any other person.
14. **Indemnification and General Insurance Requirements.** Except for such claim, liability or financial loss or damage caused by the sole negligence or willful misconduct of the County, as determined by final arbitration or court decision or by agreement of the Parties, Permittee shall protect, indemnify, defend (with counsel reasonably satisfactory to County), and hold harmless County, its Special Districts, elected and appointed officers, employees and agents, from and against any and all liabilities, demands, claims, injuries, illness or death, causes of action of any nature or character whatsoever, losses, damage to or destruction of property arising out of or in any way connected to this Permit, fees, costs, and expenses (including court costs, attorney and expert witness fees, and other litigation costs) that arise from or are related to the entry by, or the activities of,



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Permittee or Permittee Parties, or connected with the design, construction, or the use or operation of the work under this Permit, on the Premises or any adjacent or surrounding property.

Such indemnification shall survive in its entirety the termination, suspension, or revocation of this Permit, and shall remain in full force and effect in perpetuity, unless agreed to otherwise in writing by the County.

Without limiting the indemnification or other obligations and liabilities of Permittee under this Permit, Permittee shall, at its own expense, maintain in full force and effect, and require its contractors to maintain in full force and effect, at all times during the term of this Permit (and including any period after the expiration or termination of this Permit prior to when Permittee completes all of its repair, restoration or other obligations under this Permit), a policy or policies of insurance covering the Premises affected by Permittee's work under this Permit and Permittee's use and occupancy of the Premises. Such insurance shall be provided by insurer(s) satisfactory to the County. Permittee, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (i.e., self-funding of its liabilities), subject to County's prior approval. Permittee shall deliver to the Department evidence of such insurance coverage or documentation evidencing self-funding and obtain County's approval thereof prior to any entry onto the Premises or the performance of any work under this Permit.

Immediately upon execution of this Permit, Permittee shall deliver to County a certificate evidencing coverage or documentation evidencing self-insurance. Permittee's failure to so deliver such evidence of insurance or self-insurance shall be a material breach of this Permit and entitle County to immediately terminate or suspend this Permit.

At all times during the term of this Permit, Permittee shall cause its contractor(s), including any subcontractor(s), to provide and maintain the following programs of insurance coverage. Such insurance shall provide, at a minimum, all of the following:

- (a) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively, "**County and its Agents**") as additional insureds with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

The Products/Completed Operations coverage shall continue to be maintained in at least the amount indicated above for at least two (2) years from the date when work under this Permit is completed and accepted by Permittee.

- (b) County and its Agents shall be provided additional-insured status under Permittee's and contractor(s) and/or subcontractor(s)' General Liability policies with respect to liability arising out of Permittee's and its contractors' and subcontractors' ongoing and completed operations performed on the Premises. County and its Agents' additional-insured status shall apply with respect to liability and defense of suits arising out of Permittee's acts or omissions, whether such liability is attributed to Permittee or to the County. If County is not named as an additional insured in the original general liability policy, Permittee shall obtain an endorsement to satisfy this provision.

- (c) This Permit No. **RE-014-17** is included as part of the insured premises, to be evidenced by an endorsement or a similar instrument. (If the Premises and this Permit is not named as an additional insured in the original policy, Permittee shall obtain an endorsement to satisfy this provision.)

- (d) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Permittee's use of autos pursuant to this Permit, including owned, leased, hired, and/or non-owned autos, as each may be applicable.



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- (e) Workers' Compensation and Employers' Liability insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, which includes without limitation Employers' Liability coverage with limits of not less than \$1 million per accident and which specifically covers the persons and risks involved in this Permit. Permittee understands and agrees that all persons furnishing services pursuant to this Permit are, for purposes of Workers' Compensation liability, employees solely of Permittee and not of County. Permittee shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII, unless otherwise approved by County.

All policies of insurance or comparable programs of self-insurance shall be with a company or companies authorized by law to transact insurance business in the State of California.

Copies of certificates of insurance or other proof of insurance coverage by Permittee and its contractors shall be delivered by Permittee to:

County of Los Angeles
Department Beaches and Harbors
Asset Management Division
Attention: Right of Entry Permit Administrator
13837 Fiji Way
Marina del Rey, CA 90292

Permittee also shall promptly report to County: (a) any personal injury or property damage accident or incident, including without limitation any injury to an employee or agent of Permittee or Permittee Parties occurring on the Premises or in connection with the work under this Permit; and (b) any third-party claim or suit filed or threatened against Permittee or any Permittee Party that arises from or relates to this Permit.

Failure on the part of Permittee to procure or maintain required insurance or to verify its contractors' required insurance shall constitute a material breach of this Permit, entitling County to immediately terminate or suspend this Permit.

Upon renewal of any of the policies of insurance, Permittee shall furnish to County a Certificate of Insurance evidencing Permittee's continued insurance coverage. Permittee shall ensure that County shall be given notice in writing at least 30 days in advance of cancellation or modification of each such policy.

Permittee shall provide, or ensure that County shall be given, written notice of cancellation or any change in the above-noted minimum requirements, including insurer, limits of coverage, and term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Permittee's failure to so provide such written notice of cancellation or any change in the above-noted minimum requirements shall constitute a material breach of this Permit, upon which County may immediately terminate or suspend this Permit.

15. **Environmental Matters.** Permittee hereby warrants and represents that it and the Permittee Parties shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.



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Permittee shall protect, indemnify, defend, and hold harmless County and the County's Special Districts, elected and appointed officers, employees, agents and contractors against any and all losses, liabilities, claims and costs (including reasonable attorneys' fees and costs) to the extent arising from the breach of any warranty or agreement contained in this environmental-matters General Provision by Permittee or Permittee Parties.

The County may at any time and from time to time, and at its sole discretion, enter upon the Premises to conduct, or have conducted, environmental site assessments. If such an assessment indicates a violation of this environmental-matters General Provision, County may, at its sole discretion, immediately terminate or suspend this Permit. Permittee shall bear any and all responsibility, expense, and liability incurred in the cleanup and treatment of any hazardous materials or condition found on the Premises caused by Permittee's use, storage, or treatment of any hazardous materials on or within the Premises.

16. **County Lobbyist.** Each "County Lobbyist," as defined in Los Angeles County Code Section 2.160.010, retained by Permittee shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by Permittee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Permit, upon which County may immediately terminate or suspend this Permit.
17. **Surviving Obligations.** Notwithstanding any contrary term or provision of this Permit, no expiration or termination of this Permit shall release or relieve Permittee from: (a) any obligations or liabilities that arise or accrue prior to such expiration or termination; or (b) any obligations or liabilities of Permittee relating to the repair, restoration or surrender of the Premises. Permittee's obligations and liabilities set forth in the immediately preceding sentence shall survive any suspension, expiration or termination of this Permit.
18. **Suspected Fraud.** Permittee shall, and shall direct Permittee Parties to, report any suspected fraud or wrongdoing by any County employee. Such report may be made anonymously, at the County Fraud Hotline (800) 544-6861, or www.lacountyfraud.org.
19. **Appropriateness or Suitability of Permittee's Work.** County makes no representations regarding County's reviews, if any, of any work plans, specifications, or documentation as to Permittee's work, submitted by Permittee or Permittee Parties. Permittee further acknowledges and agrees that the issuance of this Permit to allow for the entry for the work under this Permit, does not constitute any approval, either implied or explicit, on the part of the County, as to the appropriateness or suitability of Permittee's work under this Permit.
20. **Governing Law.** This Permit shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. In the event of any dispute regarding the conditions of this Permit, or the rights or obligations of the parties hereto, such dispute shall be submitted to arbitration in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure Section 1280 et seq.).
21. **Interpretation.** Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.



ACCEPTANCE

Permittee represents and warrants that the signatory to this Permit is fully authorized to obligate Permittee hereunder and that all acts necessary for the execution of this Permit have been accomplished.

The undersigned Permittee acknowledges that it has read, understands and agrees to all the terms, conditions, and restrictions contained in this Permit.

PERMITTEE:

Signature: _____

Name in Print: _____

Title: _____

Date: _____

WARNING: COMPLETION OF AN APPLICATION CONFERS NO PRIVILEGES UPON THE APPLICANT. DO NOT ATTEMPT TO ENTER OR USE THE PREMISES UNTIL YOU HAVE RECEIVED A FULLY EXECUTED PERMIT. ANY ATTEMPT TO ENTER OR USE THE PREMISES MAY CAUSE YOUR APPLICATION TO BE REJECTED AND MAY SUBJECT YOU TO CIVIL OR CRIMINAL PROSECUTION.





Hornblower Group

13755 Fiji Way, Marina del Rey, CA 90292

March 12, 2024

Jean Dao
Administrative Services Manager
Department of Beaches and Harbors
13877 Fiji Way
Marina del Rey, CA 90292

To Whom it May Concern,

Please accept the attached proposal submitted by Hornblower Yachts, LLC in response to the Request for Proposal to operate the Marina del Rey Waterbus Service.

Please let me know if you have any questions regarding the information contained in this proposal.

Thank you for your consideration.

Regards,

A handwritten signature in black ink that reads "Amy Deift".

Amy Deift
General Manager
City Cruises, Los Angeles/Orange County
Hornblower Yachts, LLC.
(949) 650-2412
Amy.deift@cityexperiences.com



Marina del Rey



Response to:

**REQUEST FOR PROPOSALS FOR
MARINA DEL REY WATERBUS SERVICE**

Hornblower ®

Hornblower Yachts, LLC
13755 Fiji Way, Suite D9
Marina del Rey, CA 90292

Proposers Authorized Representative:

Amy Deift, General Manager

(310) 301-6000

Fax (310) 822-0881

amy.deift@cityexperiences.com

EXECUTIVE SUMMARY

Approach

Hornblower Yachts, LLC is proud to submit the following response to the Request for Proposals for Marina Del Rey WaterBus Service. As a 40+ year maritime business, Hornblower is the largest and most diverse company in the maritime hospitality business. Based on the principles of:

- a tireless commitment to guest & crew safety
- providing a high quality product
- a passion for innovation
- exceptional customer service

The company has seen incredible growth and success. To ensure that the highest quality experience is provided for all MDR WaterBus riders as well as LA County partners, Hornblower will rely on these same principles in executing the contract requirements.

A Tireless Commitment to Safety

At Hornblower, safety is a top priority and is never negotiable. As a part of its company-wide hospitality training program, Respect Service System or RESPECT, is the core understanding that safety is paramount and is everyone's responsibility. All crew undergo extensive safety training covering a wide range of topics on an ongoing basis. In addition to the ongoing training, all crew participate in regular marine safety drills such as man overboard or manning a fire station. Company-wide, Hornblower operates a SAFECRUISE team comprised of crew from all business units that meets to review and improve overall safety performance.

Providing A High Quality Product

Hornblower is an industry leader in all of its markets and has a reputation for providing a high-quality experience for its guests. As a demonstration of this quality, Hornblower operates consistently with an overall quality score of over 9 out of 10 based on feedback from its guests. This ranks among the highest in the industry



A Passion for Innovation

Hornblower has grown from a modest 2 boat operation in 1980 to the largest marine hospitality company in the nation due in large part to its passion for innovation.

Exceptional Customer Service

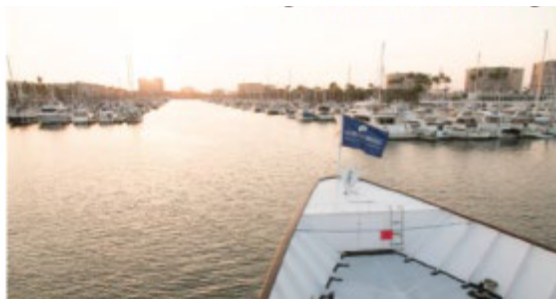
As clearly communicated in Hornblower’s company-wide hospitality training program, RESPECT, the goal of each Hornblower team member is to create an amazing experience

for each of its guests and all their fellow crew members. This commitment is at the center of the Hornblower approach in serving MDR WaterBus patrons and LA County partners.

Qualifications & Experience

Hornblower Yachts, LLC has 43 years of experience in the marine hospitality business with locations worldwide. It is the largest and most diverse company in this industry in the country. From water taxi, ferry service and dining cruises our commitment to quality, safety and customer service is the same.

The company has seen success and growth. It began with two vessels providing charter and dining cruises in Berkeley, CA and in 2023, the company generated in excess of \$300 million dollars through operations located in San Diego, Orange County, Los Angeles, San Francisco, New York City, Boston and Chicago to name a few. Within the U.S. operations, Hornblower annually welcomes roughly 14,000,000 guests aboard its wide range of services.



Locally, Hornblower has been a stable tenant in the Marina del Rey harbor since 1988. There are five charter yachts berthed there which have hosted events to thousands of passengers. The Marina del Rey port, along with other Hornblower ports, has remained solvent and successful during times of local and national economic hardship.

In 2009, and subsequently in 2014 and 2019, Hornblower was awarded the LA County contract to provide MDR WaterBus service. Hornblower successfully carried out over 680,000 passengers over this 15-year period with a high mark of over 58,000 guests during the 2023 MDR WaterBus season.

Hornblower's service initially included five vessels with the addition of two County owned vessels added to the service during the last contract period. From the beginning, a comprehensive approach centered on safety, quality and customer service has been at the core of operations.



In 2005, a subsidiary of Hornblower Yachts, LLC, Alcatraz Cruises, was awarded the contract by the National Park Service to provide ferry service to Alcatraz Island. Since that time, Hornblower has continued operations and received high marks from its National Park Service partners and guests alike in the service it has provided. In 2008, the companies' success was once again recognized when the National Park Service awarded another Hornblower subsidiary, Statue Cruises, the contract to provide ferry transportation to the Statue of Liberty National Monument and Ellis Island. The company also operates Liberty Landing Ferry – a point to point ferry service in New York Harbor providing transportation across the Hudson River. Again, Hornblower has garnered high praise from guests and partners in its execution of providing ferry service. In 2013, another Hornblower subsidiary, Niagara Cruises, was awarded the contract with the Canadian Government to carry passengers to see world-famous Niagara Falls.

Most recently (2017), Hornblower has changed the way people commute in New York City by providing commuters an alternative, dependable, and relaxing way to commute and connect in Manhattan, Brooklyn, Queens and the Bronx along 7 different routes. From scratch and based on a bid package similar to this



proposal request, Hornblower designed, bid, and constructed, delivered, launched and still operates a twenty-seven (27) vessel ferry public transit system for the New York Economic Development Council ("NYCEDC"). Hornblower delivered the NY Ferry System to public acclaim, agency satisfaction, and on-time and on-budget, with the first 20 vessels all within 18 months.

Staffing

As the past operator of the MDR WaterBus, Hornblower has a proven track record of providing a high quality of personnel to operate the MDR WaterBus. With a current base of operations in Marina Del Rey, Hornblower has a strong management team and crew base that is intimately familiar with the MDR WaterBus service. Locally, Hornblower's team provide expertise in marine operations, marketing, guest services, accounting, sales, food & beverage production and facilities management. As outlined in the Staffing Plan (Exhibit 9), the local Hornblower team is supported by a robust corporate staff with resources spanning marketing, human resources, marine operations, sales, accounting and development, among others. These resources collaborate with the local team to provide significant resources.

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APPENDIX B

REQUIRED FORMS

EXHIBITS 1-14

APPENDIX B - REQUIRED FORMS

Exhibits

- 1) Pricing Schedule
- 2) Organization Questionnaire/Affidavit
- 3) Certification of Compliance
- 4) Request for Preference Consideration
- 5) Debarment History and List of Terminated Contracts
- 6) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 7) Minimum Mandatory Requirements
- 8) List of References
- 9) Proposer's Staffing and Work Plan
- 10) Proposer's Qualifications (Background and Experience)
- 11) Quality Control Plan
- 12) Contractor's Administration
- 13) RFP Exception Form
- 14) Declaration

Pricing Schedule

The proposed hours of service will be Friday through Saturdays, 11:00 a.m. to 11:00 p.m.; Fourth of July, 11:00 a.m. to 11:00 p.m.; Thursday concert nights, 5:00 p.m. – 10:00 p.m. and Sundays and Labor Day, 11:00 a.m. to 9:00 p.m. and Department events series (22 additional days), ranging from 10:30 a.m. - 11:00 p.m. The WaterBus service will begin the third Friday in June and continue through Labor Day. Proposers, please fill in the shaded areas below.

Annual Staffing and Hours

Required – Five Contractor Provided Vessels*

Two County Provided Vessels**

Day	Hours per Day		Weeks	Staff/Five Vessels		Total Hours	Staff/Two Vessels		Total Hours
Thursday	5.5	x	12	x	Operators	5 330	Operators	2	132
	5.5	x	12	x	Dockhands	9 594	Dockhands	9	594
	5.5	x	12	x	Evening Dockhand	1 66	Evening Dockhand	1	66
Friday	12.5	x	12	x	Operators	5 750	Operators	2	300
	12.5	x	12	x	Dockhands	9 1350	Dockhands	9	1350
	5	x	12	x	Evening Dockhand	1 60	Evening Dockhand	1	60
Saturday	12.5	x	12	x	Operators	5 750	Operators	2	300
	12.5	x	12	x	Dockhands	9 1350	Dockhands	9	1350
	5	x	12	x	Evening Dockhand	1 60	Evening Dockhand	1	60
Sunday	10.5	x	12	x	Operators	5 630	Operators	2	252
	10.5	x	12	x	Dockhands	9 1134	Dockhands	9	1134
	3	x	12	x	Evening Dockhand	1 36	Evening Dockhand	1	36
<u>Days</u>									
Events***	12.5	x	22	x	Operators	5 1375	Operators	2	550
	12.5	x	22	x	Dockhands	9 2475	Dockhands	9	2475
	5	x	22	x	Evening Dockhand	1 110	Evening Dockhand	1	110
4 th of July	12.5	x	1	x	Operators	5 62.5	Operators	2	25
	12.5	x	1	x	Evening Dockhand	9 112.5	Dockhands	9	112.5
	5	x	1	x	Evening Dockhand	1 5	Evening Dockhand	1	5
Labor Day	10.5	x	1	x	Operators	5 52.5	Operators	2	21
	10.5	x	1	x	Dockhands	9 94.5	Dockhands	9	94.5
	3	x	1	x	Evening Dockhand	1 3	Evening Dockhand	1	3

Annual Proposed Rate – Five Contractor Provided Vessels*

	Operating Hours	Proposed Hourly Rate	Annual Compensation*
Water Bus Operator (Week):	3950	\$ 165.00	\$ 651,750
Dockhands (Week):	7450	\$ 55.00	\$ 409,750

Annual Proposed Rate – Two County-Provided Vessels**

	Operating Hours	Proposed Hourly Rate	Annual Compensation**
Water Bus Operator:	1580	\$ 165.00	\$ 260,700
Dockhands:	7450	N/A	N/A

Pricing Schedule

Annual Proposed Rate – Maintenance and Storage of two County-Provided Vessels**

	<u>Number of Vessels</u>	<u>Proposed Annual Rate</u>	<u>Annual Compensation</u>
Vessel Storage:	2	\$ 25,000	\$ 50,000
Vessel Maintenance:	2	\$ 10,000	\$ 20,000
Total Annual Proposed Compensation:			\$ 1,392,200

* The Marina del Rey WaterBus Service, using five vessels provided by the Contractor, will require a minimum of one operator per vessel and one dockhand at each of the nine dock locations to assist in ticketing, collecting fares, boarding and unloading passengers. The Del Rey Landing dock boarding location requires one dockhand and one additional part-time dockhand to assist with boarding at this location. More than one operator may be required depending on the size of the proposed vessels. Please note the County will only pay for ONE operator per vessel. Hours per Day includes 30 minutes for contractor set up/ shut down for operator and dockhand only.

To supplement WaterBus Service, the Contractor will be required to operate two Department-owned vessels at the same hours and staffing as the five Contractor provided vessels. The Contractor will also be required to maintain and store the additional vessels. Proposers shall provide a flat annual fee for routine maintenance and storage of each vessel. Maintenance and storage of the County-provided vessels is further described in Paragraph 5.3.1 of Exhibit A (SOW and Attachments). Repairs should not be included in these rates as they will be billed in accordance with Paragraph 5.9.2 of Appendix A (Contract).

**The hourly rates for operating both Contractor and County-provided vessels will apply to any additional or unforeseen WaterBus service requested by the Department, as described in Paragraph 8.7 of Exhibit A (SOW and Attachments).

***In addition to the Fourth of July hours of service, there are four Department community program event series outside of the summer schedule, totaling approximately 22 additional days during the year that WaterBus service will be required.

Note that the Contractor will only be paid for the actual number of weeks of service provided in any Contract year. Because the total hours of operation will vary by year, County may require increases or decreases in WaterBus service during the term of the Contract, the actual annual compensation is likely to vary from the price quotation. Any additional hours of operation will be compensated at the quoted hourly rates. Any decreases in the hours of operation will result in a corresponding decrease in compensation based on the quoted hourly rates.

REQUIRED FORMS – EXHIBIT 2
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name: Hornblower Yachts, LLC	County Webven Number: 14896601
Address: Pier 3, Hornblower Landing San Francisco, CA 94111	
Telephone Number: (415)983-8241	Email: legal@hornblower.com
Internal Revenue Service Employer Identification Number: 94-2699024	California Business License Number: <u>C1005536</u>

1	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input checked="" type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC):</p> <p>Legal Name (as stated in Articles of Incorporation): <u>Hornblower Yachts, LLC</u></p> <p>State of Incorporation: CA Year of Incorporation: 1980</p> <p>If Limited Partnership or a Sole Proprietorship:</p> <p><u>Name of proprietor or managing partner:</u></p> <p>If other: Specify business structure name: _____</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name: City Cruises anchored by Hornblower, Pacific Coast Yacht Club, Icon Yacht Charters, and Charter Yachts of Newport Beach.</p> <p>Country of Registration: United States</p> <p>Year became DBA: 1/1/2019</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: Hornblower Group Inc.</p> <p>State of Incorporation or registration of parent firm: California Corporation</p>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change. Name(s):</p> <p>Year(s) of Name Change:</p>

REQUIRED FORMS – EXHIBIT 2
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	NONE
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger. <u>The company and its affiliates are in the process of restructuring under Chapter 11 of the U.S. Bankruptcy Code, which likely will result in certain of the company's lender acquiring majority ownership in the company.</u></p>
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	<p>Name: Kevin Rabbitt Title: CEO Phone: Email: Kevin.rabbitt@hornblower.com</p> <p>Name: Adam Peakes Title: President/Treasurer/Secretary Phone: (713) 628-1370 Email: Adam.Peakes@hornblower.com</p> <p>Name: Jonatham Hickman Title: Executive Officer Phone: (704) 778-4702 Email: JHickman@alvarezandmarsal.com</p>

Name: Mitchell Randall
Title: Vice President
Phone: (415) 635-2295
Email: mitch.randall@hornblower.co

REQUIRED FORMS – EXHIBIT 3

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
6	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
7	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: _____

REQUIRED FORMS – EXHIBIT 4

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

<input checked="" type="checkbox"/> PREFERENCE NOT REQUESTED

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)	
Preference Program	Reference
<input type="checkbox"/> Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/> Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/> Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 5
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name:

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Hornblower Yachts, LLC has had no contract terminated for default during the last 5 years. However, there are likely dozens of contracts that have terminated at the expiration of their term, or because we no longer needed the services of a given vendor.

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Instructions for Completing Exhibit 6 - CBE Form

Proposer must submit Exhibit 6 - Community Business Enterprise (CBE) Information form.

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area will be at the Director's sole judgment and their judgment will be final.

**REQUIRED FORMS – EXHIBIT 6
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:		541			
Total Number of Employees (including owners):		541			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories: Hom					
Race/Ethnic Composition	Owners/Partners/Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander	N/A		%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		X <input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

REQUIRED FORMS – EXHIBIT 7

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Proposer’s Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0, of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	Proposer must demonstrate its ability to provide five vessels for the WaterBus service.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Proposer must have at least five years’ experience in the field of providing a waterbus or similar transportation service.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Proposer must have WaterBus operators licensed by the U.S. Coast Guard. A copy of the operator’s license(s) must be included in the proposal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Proposers must have a Los Angeles County Business License and a copy must be included in the proposal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Proposer must demonstrate their ability to maintain a base of operations in Marina del Rey for the WaterBus Service with facilities for docking of the WaterBus fleet, boarding-pass season sales and storage of WaterBus supplies and promotional materials. The base of operations must be established at the start of the Contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Proposer must complete and include with its proposal, Appendix C, Required Forms, Exhibits 1-14.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name:

Provide 5 references for the same or similar scope of services that were provided by the Proposer during the previous five years. Proposer references will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer may also provide additional references in the event that a reference is non-responsive. It is the Proposer's responsibility to ensure accuracy of the information provided below. County may utilize any reference provided by Proposer (including Public Agencies listed below). Use additional pages if required.

1. REFERENCES – PUBLIC AND PRIVATE

SERVICE TYPE:	Puerto Rico Ferry Service
CONTRACT TERM:	2021-2044
CONTRACT AMT:	\$1.15 Billion
AGENCY/DEPT:	Puerto Rico Integrated Transportation Authority
CONTACT:	Matt Miller
TELEPHONE:	(787) 774-2030
E-MAIL:	jmenendez@ati.pr.gov

SERVICE TYPE:	Acatraz Island Ferry Service
CONTRACT TERM:	2019 - 2034
CONTRACT AMT:	\$285 Million
AGENCY/DEPT:	National Park Service
CONTACT:	Antonette Sespene
TELEPHONE:	(415) 438-8335
E-MAIL:	antonette.sespene@cityexperiences.com

SERVICE TYPE:	NYC Ferry Service
CONTRACT TERM:	2017-2028
CONTRACT AMT:	\$350 Million
AGENCY/DEPT:	New York City Economic Development Corp.
CONTACT:	James Wong
TELEPHONE:	(212) 619-5000
E-MAIL:	jwong@edc.nyc

SERVICE TYPE:	Boston Harbor Water Taxi
CONTRACT TERM:	2018-2024
CONTRACT AMT:	\$48 Million
AGENCY/DEPT:	NBTA
CONTACT:	Mimi Lannin
TELEPHONE:	(617) 304-9555
E-MAIL:	mlannin@nbta.com

SERVICE TYPE:	Statue Cruises Ferry Service
CONTRACT TERM:	2024 - 2034
CONTRACT AMT:	\$370 Million
AGENCY/DEPT:	National Park Service
CONTACT:	Michael Burke
TELEPHONE:	(551) 655-0405
E-MAIL:	michael.burke@cityexperiences.com

SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
AGENCY/DEPT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

STAFFING AND WORK PLAN

1a. STAFFING PLAN: Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work. **Attach each person's resume.**

Position	Name	Experience	Responsibility
Contractor's Representative	Charles Myers	See attached work plan	Supervising and scheduling all vessel operators
Supervisor	Brad Falkenstein	See attached work plan	Supervising and scheduling all dock attendants
Supervisor	Daniel Salvador	See attached work plan	Assisting with management of Dock Attendants as needed
Other:			
Other:			

1b. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION Hornblower Yachts, LLC is managed by HCE Inc., HCE Inc. is member managed

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
	Does Not Apply				

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

TITLE	NUMBER	RESPONSIBILITIES
Vessel Operator	10-15	Operate Vessels, Collect Boarding Passes, Greet Guests
Deck Hand	3-5	Coast Guard Required crew member aboard M/V Cabaret and M/V Triton
Dock Attendant	20-25	Greet Guests, Sell Tickets and Passes, Assist Vessel Docking and Boarding, Disembarking of Guests
		*See attached job descriptions

Attach additional pages if necessary

Position Title: Waterbus Captain	Department: Marine Operations
Reports To: Port Captain	Non-Exempt / CA / Safety Sensitive / SCA Code:

POSITION SUMMARY

The Seasonal Waterbus Captain transports passengers around 8 separate docks at the Marina. Must have excellent customer service and communication skills. Candidates must have 1 year of recent experience as a Captain. Our employees have public contact; therefore we are looking for candidates who take pride in their appearance, have superb customer service, and communication skills.

ESSENTIAL DUTIES & RESPONSIBILITIES

- Operates company vessels legally and safely
- Supervisor onboard crew
- Enforces crew and passenger safety
- Administrative duties including, computer work, and some cash handling
- Filling out shipboard logs, and reports
- Conduct crew training, drills, and exercises
- Participates in USCG inspections
- Narration / make announcements over PA system
- Verifies the vessels have been properly secured after sailing
- Additional job duties assigned

REQUIREMENTS & QUALIFICATIONS

- USCG 25-ton License or higher
- High School or equivalence

RESPECT SERVICE SYSTEM

Our Mission: We create amazing experiences.

Our Values: Respect, Environment, Safety#1, Professionalism, Exceed, Communication and Teamwork.

Our Operating Principles: CITY EXPERIENCES 12

1. Foster diversity and inclusion.
2. Practice conservation and environmental responsibility.
3. Cultivate a safe and secure workplace.
4. Be on time. Come prepared.
5. Make data-driven, fact-based decisions.
6. Be decisive with 80:100 solutions (80% right, 100% implementable)
7. Expect to win – but compete as an underdog.
8. Embrace innovation and reinvention.
9. Listen and be responsive.
10. Strive for efficiency and transparency without politics.
11. Win as a team. Play your role.
12. Work hard, have fun, celebrate success

EQUAL OPPORTUNITY EMPLOYER

City Experiences is proud to be an Equal Employment Opportunity and Affirmative Action employer. We prohibit discrimination and or/harassment of any type, including but not limited to discrimination and or harassment based upon race, religion,

religious creed, color, national origin, ancestry, citizenship, sex, sexual orientation, gender, gender identity, gender expression, age, pregnancy or relation medical conditions, childbirth, breastfeeding, parental status, veteran and/or military status, disability (physical or mental) medical condition, genetic information or characteristics, political affiliation, domestic violence survivor status, marital status, or other characteristics prohibited by federal, state, or local law. Additional, City Experiences participates in the E-Verify program in certain locations.

Pursuant to applicable State and local laws, including but not limited to the San Francisco Fair Chance Ordinance, we will consider for employment qualified applicants with arrest and conviction records.

By signing below, you acknowledge that you have received a copy of your job description and requirements for your position with City Experiences

PRINT NAME

SIGNATURE

DATE

Position Title: Deckhand	Department: Marine Operations
Reports To: Port Captain	Non-Exempt / CA / Safety Sensitive / SCA Code:

POSITION SUMMARY

As part of our amazing marine team, deckhands will assist with docking and undocking, ensuring guest comfort and safety while underway, and maintaining the appearance and cleanliness of the vessel. Experience in this field is not required; we will provide training. All that is required is an eagerness to learn and a strong work ethic. This entry level position could lead to a career in the maritime industry. Shipmates must uphold the strictest safety standards for guests & crew and always maintain a professional and friendly manner.

ESSENTIAL DUTIES & RESPONSIBILITIES

- Follow safety procedures to ensure the protection of passengers, crew, and the vessel
- Participate in routine safety & emergency preparedness drills
- Welcome guests on the vessel with the highest level of customer service
- Handle lines to moor vessels to pier
- Stand look-out watch in ships bow, stern, or bridge to look for obstructions in a ships path
- Assist with general maintenance on vessel
- Maintain the cleanliness and safety of all common areas
- Load or unload materials such as trash from vessel
- Provide exceptional hospitality to guests and coworkers as prescribed in our RESPECT Service System
- Be prepared to begin work at scheduled time
- Maintain uniform and personal grooming in compliance with appearance standards
- Other duties as assigned by the Captain or First Mate on duty

REQUIREMENTS & QUALIFICATIONS

- High School diploma or equivalent
- Must be at least sixteen (16) years of age
- Pre-employment and on-going random drug testing are required for all marine personnel
- Must be able to effectively understand and convey written and verbal information to guests and coworkers
- Strong focus on safety and teamwork while actively looking for ways to help others
- Will work for extended periods of time without sitting
- Must be able to lift fifty (50) pounds; moving furniture & other heavy items such as provisions up and down stairs
- Must be able to throw mooring lines from ship to pier
- Must have normal color vision to interpret navigational lights and color-sensitive systems & safety displays
- Receptive to working nights/weekends and major holidays
- Per US Coast Guard regulations, must be a US Citizen or a Permanent Resident

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Pursuant to applicable State and local laws, including but not limited to the San Francisco Fair Chance Ordinance, we will consider for employment qualified applicants with arrest and conviction records.

By signing below, you acknowledge that you have received a copy of your job description and requirements for your position with City Experiences

PRINT NAME

SIGNATURE

DATE

Position Title: Dock Attendant	Department: Food & Beverage HB
Reports To: F&B Manager / Supervisor	Non-Exempt / CA / Safety Sensitive / SCA Code:

POSITION SUMMARY

Do you share City Experiences' passion for providing amazing experiences? If you're an enthusiastic team player who thrives in an environment where communication, creativity and cooperation are encouraged, this may just be the opportunity for you. As we say at City Experiences, why work when you can cruise?

ESSENTIAL DUTIES & RESPONSIBILITIES

- Greeting guests and selling tickets for the MDR Waterbus
- Effectively handling cash transactions and documenting sales
- Assisting boarding guests onto Waterbus
- Assisting Captain with line handling and securing of vessels upon arrival and departure
- Learning all safety and security duties required for the position.
- Assisting guests with directions and knowledge of area

REQUIREMENTS & QUALIFICATIONS

- Candidates must be 18 years of age or older
- Able to reach, bend, push and pull up to 50 pounds
- Excellent communication and customer service skills
- Able to handle large crowds in a calm and professional manner
- Customer Service and Cash Handling experience preferred
- Boating or Marina knowledge a plus

PRE-EMPLOYMENT DRUG TEST, BACKGROUND TEST AND LIVE SCAN FINGERPRINTING REQUIRED FOR THIS POSITION

RESPECT SERVICE SYSTEM

Our Mission: We create amazing experiences.

Our Values: Respect, Environment, Safety#1, Professionalism, Exceed, Communication and Teamwork.

Our Operating Principles: CITY EXPERIENCES 12

1. Foster diversity and inclusion.
2. Practice conservation and environmental responsibility.
3. Cultivate a safe and secure workplace.
4. Be on time. Come prepared.
5. Make data-driven, fact-based decisions.
6. Be decisive with 80:100 solutions (80% right, 100% implementable)
7. Expect to win - but compete as an underdog.
8. Embrace innovation and reinvention.
9. Listen and be responsive.
10. Strive for efficiency and transparency without politics.
11. Win as a team. Play your role.
12. Work hard, have fun, celebrate success

EQUAL OPPORTUNITY EMPLOYER

City Experiences is proud to be an Equal Employment Opportunity and Affirmative Action employer. We prohibit discrimination and or/harassment of any type, including but not limited to discrimination and or harassment based upon race, religion, religious creed, color, national origin, ancestry, citizenship, sex, sexual orientation, gender, gender identity, gender expression, age, pregnancy or relation medical conditions, childbirth, breastfeeding, parental status, veteran and/or military statue, disability

(physical or mental) medical condition, genetic information or characteristics, political affiliation, domestic violence survivor status, marital status, or other characteristics prohibited by federal, state, or local law. Additional, City Experiences participates in the E-Verify program in certain locations.

Pursuant to applicable State and local laws, including but not limited to the San Francisco Fair Chance Ordinance, we will consider for employment qualified applicants with arrest and conviction records.

By signing below, you acknowledge that you have received a copy of your job description and requirements for your position with City Experiences

PRINT NAME

SIGNATURE

DATE

2. EXPERIENCE AND APPROACH TO CONTRACT REQUIREMENTS:

- a) Provide a narrative of your experience providing the required services.
- b) Discuss your approach to how you will provide the services in Marina del Rey.
- c) Discuss any proposed plan for sharing profits with the County from fees collected and passes sold.

3. OPERATIONAL PLAN. Describe or attach your plan for scheduling WaterBus operators and assistants, including:

- Transporting employees to the job sites and ensuring the sites are stocked with needed supplies;
- Supervising employees to ensure quality service is being provided to the public;
- Scheduling the service within the desired parameters outlined in Paragraph 9.1 (SOW and Attachments), i.e. between boarding locations, how long do you anticipate customers' wait time at each stop? What will you do to ensure shorter wait times? In addition, describe how you will control the passenger count to assure accuracy (including season passes). What process will you use to operate the WaterBus service during peak hours, including the Department's Summer Concert nights and holidays?

4. STORAGE AND MAINTENANCE PLAN. Describe or attach your plan for storing and maintaining the Department-owned vessels including:

- How and where Department vessels will be stored and whether maintenance is performed in-house or contracted out;
- What preventative maintenance methods Proposer will employ to ensure the vessels are maintained within manufacturers' recommended requirements and remain in good operating condition; and
- How needed repairs will be handled.

5. METHODS. Describe or attach a description of the methods your employees will use to provide Contract services, including:

- What methods will you use for ticket control, including sales, counting and handling of money and ensuring that customers ride no more than one trip for each ticket purchased?

- What plans or strategies will you use to promote and advertise the WaterBus service?
 - Include your sample brochure demonstrating how you will advertise and promote the Marina del Rey WaterBus Service.
- What plans, if any, do you have to expand customer service, i.e., enhancing comfort such as cushioned seats, etc.?

6. EMERGENCIES, OVERTIME AND ADDITIONAL EXCURSION REQUESTS. How will you schedule employees to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your normal response time for emergency calls be? What is your plan to provide and respond to additional WaterBus service requests from the Department?

Exhibit 9 - Staffing and Work Plan

1A. Staffing Plan – Attached Resumes

*Charles P. Myers, Port Captain ** Contract Representative** City Cruises – Marina del Rey*

Captain Myers has been with the Hornblower team since 2001. As Port Captain, Charles Myers has been and is currently the head of all WaterBus Marine Operations at Hornblower since 2015. Charles oversees all operational crew and works with the United States Coast Guard on all vessel & marine topics, including all vessel inspections and working on any regulatory items. Captain Myers holds both 100 & 500 GRT Master's Licenses and has been piloting vessels of up to 150 feet since 2001 and is a leading member of Hornblower's RESPECT & SAFECRUISE teams.

For the MDR WaterBus service, Captain Myers will oversee all hiring, scheduling and training of all MDR WaterBus Captains. He will also be collaborating with the Director of Maintenance to ensure all MDR WaterBus vessels are consistently cleaned and operating at peak efficiency.

Marcos Jakosalem, Senior Captain, City Cruises – Marina del Rey

Marcos is responsible for hiring, scheduling and training of all Marina Del Rey operational crew to ensure that every passenger receives safe & timely transport between stops. He is also responsible for marine training and the scheduling of marine drills for our entire Marina Del Rey Hornblower crew and maintains an intricate knowledge of all regulations and a long standing record of excellent performance.

For the MDR WaterBus service, Marcos will be responsible for the hiring, scheduling and training of all MDR WaterBus Captains.

Trevor Durrant, Port Safety Officer, City Cruises – Marina del Rey

Trevor holds a 100 Ton Master's License and is a Red Cross Certified First Aid/AED/CPR Instructor with over a decade of experience and expertise on the water. Working directly under Captain Myers, Trevor assists in all WaterBus Operation and oversees staff and crew safety training as well as works closely with our maintenance & management teams to initiate preventive measures and ensure the safety and wellbeing of all guests & crew members alike. Additionally, Trevor lends his experience and expertise to Captain Myers in the innovation and optimization of day to day operations by spearheading special initiatives and coordinating interdepartmental training/safety drills & education.

For MDR WaterBus, Trevor will assist Captain Myers with day to day operations and oversee all safety training.

Brad Falkenstein, Director of Operations & Guest Services, City Cruises -- Los Angeles / Orange County

Brad Falkenstein has been with Hornblower for 30 years and has held the position of Director of Operations & Guest Services since 2006. Currently, Brad oversees all food & beverage activities in Hornblower's ports of Newport Beach, Long Beach and Marina del Rey. Additionally, over the past 15 years, Brad has been responsible for the interviewing, hiring, training and scheduling of all WaterBus Dock Attendants working in MDR. He is also responsible for ensuring that every guest receives the highest level of customer service and is a longstanding member of Hornblower's SAFECRUISE team.

For the MDR WaterBus service, Brad will be responsible for the hiring, training and scheduling of all Dock Attendants working on the MDR WaterBus service. Brad will also be a key member of the Quality Control team to ensure that the MDR WaterBus crew members meet the highest possible standards and that MDR WaterBus guests receive the best possible service in accordance with all contract terms.

Elser Morales, Director of Maintenance, City Cruises -- Los Angeles / Orange County

Elser Morales has been a member of the Hornblower team since 1994 and oversees all maintenance staff in Marina Del Rey. Working closely with the marine operations team, Elser ensures that all vessels meet and exceed all USCG requirements, operate efficiently, and uphold all Hornblower cleanliness standards. Elser is a trained 1st Officer and has an in-depth knowledge of all marine engineering.

Mr. Morales manages a maintenance team of approximately 15 team members covering the job responsibilities of mechanic, cleaner, engineer and painter.

For the MDR WaterBus service, Elser will be responsible for ensuring that all mechanical systems on all MDR WaterBus vessels are in working order through an aggressive preventative maintenance program. In addition, Elser will lead the MDR Maintenance team to ensure that all WaterBus vessels meet the highest cleanliness standards. Elser and the MDR Maintenance team will be available at all times to respond immediately to any mechanical issues.

Karyn Carreon, Regional Director of Marketing, City Cruises -- Southern California

Karyn Carreon is a highly experienced marketing expert who manages the annual plan for Hornblower's local and regional operations including all disciplines of advertising and marketing.

For the WaterBus service, Karyn will be responsible for optimizing, innovating, and executing all marketing initiatives to help promote the WaterBus to the Marina del Rey & surrounding communities.

Daniel Salvador, Food & Beverage Manager, City Cruises -- Marina Del Rey

Daniel has been with Hornblower since 2009 when he was hired as a Dock Attendant for the Waterbus. Since that time, Daniel has made his way up the ranks of the Food and Beverage department and into his current role as Food and Beverage Manager. Daniel currently oversees the day to day F&B operations in Marina del Rey, Long Beach and Newport Beach.

For the MDR WaterBus service, Daniel will be involved in the interviewing, hiring and training of all MDR WaterBus crew to ensure 100% compliance with all local, regional, state and federal laws, rules and regulations. Daniel will work closely with the Hornblower his Brad Falkenstein to assist in the day to day management of Waterbus Operations.

Amy Deift, General Manager, City Cruises -- Los Angeles/Orange County

Amy Deift has acted as General Manager for City Cruises since 2020 and has been with Hornblower since 2005. Amy is responsible for overseeing all facets of Hornblower's Los Angeles and Orange County operations and currently serves on the Board of Directors for the Marina del Rey Tourism Board. She also serves on the Board of Directors for Visit Newport Beach, Inc. Amy is actively involved in several other hospitality organizations including the CalTravel, LAX Coastal Chamber of Commerce and the Newport Beach Chamber of Commerce. Amy is a longstanding member of Hornblower's internal Respect and SAFECRUISE teams.

Lourdes Harkins, Director of Human Resources, City Cruises – U.S.

Lourdes Harkins has been with City Cruises since 2023 as the Director of Human Resources for U.S operations.

For the WaterBus service, Lourdes will provide HR support to our local team as needed.

1D. Additional Employees

Documents on following pages.

2. Experience and Approach to Contract Requirements

1. Narrative of our experience
2. Approach to how service will be provided
3. Proposed plan for sharing of fees collected with the county

Hornblower Yachts, LLC has 43 years of experience in the marine hospitality business with locations worldwide. It is the largest and most diverse company in this industry in the country. From water taxi, ferry service and dining cruises our commitment to quality, safety and customer service is the same.

The company has seen success and growth. It began with two vessels providing charter and dining cruises in Berkeley, CA and in 2023, the company generated in excess of \$300 million dollars through operations located in San Diego, Orange County, Los Angeles, San Francisco, New York City, Boston and Chicago to name a few. Within the U.S. operations, Hornblower annually welcomes roughly 14,000,000 guests aboard its wide range of services.

Locally, Hornblower, operating under the City Cruises brand, has been a stable tenant in the Marina del Rey harbor since 1988. There are five charter yachts berthed there which have hosted events to thousands of passengers. The Marina del Rey port, along with other Hornblower ports, has remained solvent and successful during times of local and national economic hardship.

In 2009, and subsequently in 2014 and 2019, Hornblower was awarded the LA County contract to provide MDR WaterBus service. Hornblower successfully carried out over 680,000 passengers over this 15-year period with a high mark of over 58,000 guests during the 2023 MDR WaterBus season.

Hornblower's service initially included five vessels with the addition of two County owned vessels added to the service during the last contract period. From the beginning, a comprehensive approach centered on safety, quality and customer service has been at the core of operations.

In 2005, a subsidiary of Hornblower Yachts, LLC, Alcatraz Cruises, was awarded the contract by the National Park Service to provide ferry service to Alcatraz Island. Since that time, Hornblower has continued operations and received high marks from its National Park Service partners and guests alike in the service it has provided. In 2008, the companies' success was once again recognized when the National Park Service awarded another Hornblower subsidiary, Statue Cruises, the contract to provide ferry transportation to the Statue of Liberty National Monument and Ellis Island. The company also operates Liberty Landing Ferry – a point to point ferry service in New York Harbor providing transportation across the Hudson River. Again, Hornblower has garnered high praise from guests and partners in its execution of providing ferry service. In 2013, another Hornblower subsidiary, Niagara

Cruises, was awarded the contract with the Canadian Government to carry passengers to see world-famous Niagara Falls.

Most recently (2017), Hornblower has changed the way people commute in New York City by providing commuters an alternative, dependable, and relaxing way to commute and connect in Manhattan, Brooklyn, Queens and the Bronx along 7 different routes. From scratch and based on a bid package similar to this proposal request, Hornblower designed, bid, and constructed, delivered, launched and still operates a twenty-seven (27) vessel ferry public transit system for the New York Economic Development Council (“NYCEDC”). Hornblower delivered the NY Ferry System to public acclaim, agency satisfaction, and on-time and on-budget, with the first 20 vessels all within 18 months.

Hornblower has long been the one of the leading operators of whale watching cruises and harbor sightseeing cruises in San Diego. The seasonal whale watching operation include two trips daily to view the migrating gray whales. Through a unique partnership with a local museum, Hornblower is able to offer the most complete whale watching experience available in San Diego.

In 1994 Hornblower Marine Services was created specifically to help government agencies explore, start and manage ferry transportation systems. This branch of the company has had operations in California, Washington, Florida, Delaware, Connecticut, Oklahoma, Mississippi, Louisiana, Hawaii, Trinidad and Tobago, Okinawa and other US and foreign locations. The company is unparalleled in the world and is considered the leader in setting up ferry transportation systems for municipalities.

Hornblower’s approach to providing the MDR WaterBus service will be consistent with the principals that have led to such growth in the last 43+ years. Due to a tireless commitment to guest & crew safety, providing a high quality product, a passion for innovation and exceptional customer service, the company has seen incredible growth and success.

A Tireless Commitment to Safety

At Hornblower, safety is a top priority and never negotiable. As part of its company-wide hospitality training program, RESPECT, is the core understanding that safety is paramount and is everyone’s responsibility. All crew undergo extensive safety training covering a wide range of topics on an ongoing basis. In addition to the ongoing training, all crew participate in regular marine safety drills such as man overboard and manning a fire station. Company-wide, Hornblower operates a SAFECRUISE team comprised of crew from all business units that meets to review overall safety performance.

Providing A High Quality Product

Hornblower is an industry leader in all of its markets and has a reputation for providing a high quality experience for its guests. As a demonstration of this quality, Hornblower operates consistently with an overall quality score of over 9 out of 10 based on feedback from its guests. This ranks among the highest in the industry.

A Passion for Innovation

Hornblower has grown from a modest 2 boat operation in 1980 to the largest marine hospitality company in the nation due in large part to our passion for innovation.

Exceptional Customer Service

As clearly communicated in Hornblower's company-wide hospitality training program, Respect Service System (RESPECT), the goal of each Hornblower team member is to create an amazing experience for each of its guests and all of its fellow crew members. This commitment is at the center of the Hornblower approach in serving all of the MDR WaterBus patrons and LA County partners.

RESPECT

At the heart of Hornblower's hospitality training is our Respect Service System, or RESPECT. Simply put, RESPECT defines the Hornblower culture in four simple, yet powerful words "We Create Amazing Experiences". All crew in all departments throughout the organization are trained extensively on RESPECT and are regularly re-tested and certified on this program. Since its inception, the RESPECT program has been a leading reason why Hornblower's internal customer survey scores have risen dramatically over the past several years. All MDR WaterBus team members will be required to complete all RESPECT training including the group training, certification test, refresher course and will carry a RESPECT pocket card at all times. Pre-shift training will include a RESPECT specific topic so exceptional customer service is top of mind at all times. This systematic, organized approach to customer service has proven to be highly successful and will be a key component of Hornblower's approach to executing the MDR WaterBus service.

Proposed Plan of Sharing Fees Collected with L.A. County

For the duration of the contract period, 50% of all revenues connected from sale of Annual Passes will be shared with L.A. County.

3. Operational Plan

Scheduling

Similar to current scheduling procedures utilized by Hornblower's other business units, all vessel operators & dock attendants will be scheduled weekly at least 7 days prior to work date. Schedules are distributed through our scheduling software and are hard copies are also available at the existing City Cruises office located in Fisherman's Village.

This system of scheduling and making sure schedules are labor efficient has been successfully used in scheduling thousands of crew members throughout the company.

Transportation of Dock Attendants & Supplies to Job Sites

All dock attendants will arrive for their shift no less than ½ hour prior to the start time of the Water Bus service at Fisherman's Village. Once all attendants have arrived, they will participate in a brief pre-shift meeting to review any pertinent information relating to the day's activities or any safety subjects. At this time, all Waterbus crew will have access to the Marina Waterbus Information Station which will include:

- Schedule Updates
- Safety Tip of the Week
- Respect Tip of the Week

These pre-shift meetings have been used and proven successful in all Hornblower location. They are also a time when captains can direct crew members through safety drills. Prior to the commencement of their shift, the dock attendants will perform a dock inspection using the Pre-Shift Dock Checklist (see attached). Included within this checklist will be key focuses of cleanliness, trip hazards, notations of any

other possible safety hazards and gangway inspection. This sheet will be turned in at the end of their shift with their cash bank and other supplies. All supplies will be replenished throughout the day as needed.

Dock attendants will have the ability via their 2-way radios to contact the office to request more supplies, which will promptly be delivered. Cell phones may also be used, if more convenient.

For any shift changes, all dock attendants will be transported to/from their respective locations utilizing the Waterbus vessels. In the event of busier times, dock attendants may be able to walk to certain locations and company vehicles may also be used for transport, if needed.

Supervision

All Operators and Dock Attendants are monitored and regularly evaluated by Supervisors and senior Operators throughout the day. If any deficiencies are encountered they will be counselled as needed. Additionally, further training will be given if necessary.

Cruise Schedule, Routing, and Operating During Peak Hours

During the WaterBus schedule times, three pontoon vessels will operate on a clockwise route and three pontoon vessels will operate counter--clockwise. These boats are designated as either "A" or "B" vessels. Cabaret Hornblower, the larger vessel with larger capacity, can run either clockwise or counter--clockwise. To ensure that passengers are delivered to their desired stop efficiently and boats are not continually full, they will be placed on the boat going the direction that gets them to their destination in the fewest number of stops.

Based on our previous knowledge, wait times tend to vary largely depending on the day, time of day and location. During non-peak hours, at all locations, wait time should be between 5 and 15 minutes depending on the direction the passenger would like to go. During late afternoons rush on Saturdays and Sundays, waits can be up to 45 minutes to 1 hour at the busier stops (Fisherman's Village, Chace Park and Mother's Beach). In an effort to reduce these wait times at Fisherman's Village and handle the additional guests, we will staff an additional attendant there during these times. Additionally, the Cabaret Hornblower will generally run between those three stops during the busiest periods. Because of its larger capacity it can help alleviate crowds and wait times.

During the Summer Concert series and other special events, some vessels may run direct routes to and from Chace Park to ensure guests arrive in time for the show. Additionally, on concert nights, we will staff an additional attendant at Chace Park to help manage lines and expedite ticket sales. As stated previously, a second attendant may also be staffed during busy weekend periods and holidays at Fisherman's Village, Mother's Beach and Chace Park. We have found that doing this, as needed, helps to

reduce wait times and organize lines. In order to assure the accurate count of passengers at each individual stop, all dock attendants and vessel

operators will have a counter and will also utilize the attached passenger log sheets (Dock Attendant Passenger Tracking Sheet, Vessel Interval log sheet & Vessel Log Sheet) to track all passenger activity. All ticket sales and season pass sales will be monitored on log sheets (see attached WaterBus Bank Reconciliation Sheet), which will be reconciled at the end of each day. These sheets will be available to the Department of Beaches and Harbors. At no time, will passenger counts exceed the vessel maximum capacity.

All Dock Attendants and Vessel Operators will communicate by radio. These radios operate on licensed UHF private channels. Vessel operators will announce their locations when arriving and leaving stops. Through this communication, Dock Attendants will always be aware of each boat's location and their estimated arrival at their location. Vessel Operators will also communicate with each other via VHF radios so they are aware of the location of the other vessels. Depending on the time of day and day of the week, it should take between 45 minutes and 1 hour and 15 minutes for a vessel to complete the loop and service all eight stops.

Hornblower currently operates an office & vessel landing at Fisherman's Village in Marina del Rey, under the brand City Cruises. This office/landing will be used to facilitate WaterBus customer communication. This facility will be open 8:30 – 5:30 Monday through Friday with a minimum of one employee who can answer any WaterBus inquiries, complaints or other communication. After 5:30 p.m., a voicemail will direct WaterBus customers with the appropriate information, including an emergency phone number that will be either answered or responded to within 2 hours. In addition, this facility will also be used as a secondary marketing location for the distribution of WaterBus brochures.

4. Storage & Maintenance Plan

Vessels owned by LA County will be stored at a safe and secure dock location within Marina del Rey. Maintenance tasks will be performed by our in-house team in addition to contracted vendors, as needed. Contracted vendors are carefully vetted and screened and are a part of Hornblower's approved vendor list. Vessel maintenance will be managed through our vessel maintenance software system, Helm Connect, which includes checklists, service due dates, task reminders and pertinent documents to keep all aspects of vessel maintenance up to date. Vessels will also be inspected on a daily basis by our maintenance team as well as our operating captains to ensure that all repairs are completed in a timely manner. Additionally, our marine operations team will schedule and lead United States Coast Guard annual inspections.

5. Methods

Ticket Control

The Dock Attendant will be responsible for all ticket and annual pass sales. Hourly ticket sales and annual pass sales will be recorded on a ticket sales log sheet (WaterBus Passenger Sheet -- see attached). Tickets are sold to the destination that the passenger would like to travel to. Onboard, the vessel operator will collect all tickets and check all annual passes/ID during the boarding process. At this time he will confirm

each passenger's final destination. The Captain will retain a ticket stub from each passenger and place in the provided ticket collection receptacle. The count of tickets/passes will be recorded on a separate vessel log sheet (Vessel Log Sheet -- see attached). Prior to leaving the dock, the vessel operator will confirm the existing passenger count with the dock attendant. This process also complies with USCG regulation regarding the tracking and posting of passengers prior to leaving the dock.

The vessel operator & dock attendant will keep separate logs for ticket sales & passenger activity. At the end of each day, the vessel log sheet, dock attendant passenger sheet and ticket stubs will be dropped in a secured main safe. These documents will aid in the reconciliation and reporting of all ticket sales and passengers served. All reconciliation will be completed on Tuesday morning by fully trained WaterBus and Accounting Managers. All discrepancies will be immediately brought to the attention of the appropriate Supervisors and Managers.

Annual Passes will be available for sale at each boarding location. To ensure tight controls of these annual passes, a select number will be included in the daily cash banks for each dock attendant.

Any sold passes will be clearly noted on the WaterBus Bank Reconciliation Sheet and any unsold passes will be placed back into the cash bank bag at the end of the shift and dropped in a safe.

In addition, WaterBus annual passes will be available for sale at Hornblower's existing Marina Del Rey facility. These passes will be kept under lock & key and all sales will be clearly recorded and tracked.

Money Handling

Each dock attendant will have a cash bank. All cash transactions will be handled through the dock attendants only. Vessel operators will not have any cash and will not be a part of the money handling.

At the end of the day, each dock attendant will drop his or her bank into a secured main safe with the appropriate log sheet (WaterBus Bank Reconciliation Sheet). The vessel operator will also drop the actual tickets and vessel log separately in a secured main safe. The cash banks, the vessel operator tickets and

associated logs will be reconciled by a fully--trained Accounting Manager. All discrepancies will be immediately brought to the attention of the appropriate Supervisors and Managers.

Trip Monitoring

At each location, Dock Attendants will be supplied boarding passes to the seven other locations. Passengers will be asked what location they would like to travel to. It will be explained that it is not a round trip service and that they need to pick a destination. Once on the vessel, the vessel operators will be responsible for monitoring passenger usage and ensure that no passenger is able to ride past their destination. All vessel operators will go through the appropriate customer service training to ensure that any passenger interaction is handled professionally, courteously and promptly.

Expansion of Customer Service

While passengers wait for the arrival of the WaterBus, the dock attendants will share information about the wide variety of activities available within Marina del Rey. They will ensure the passengers know where they headed and at which stop they should disembark. They will ensure the safety of all passengers while they are waiting and as they board. Onboard, all vessel operators will be provided with a standard script for a light narration on the storied history of Marina Del Rey. Vessel operators will also be able to answer any questions that any passengers have about the history or environment of Marina del Rey and what activities they can participate in the area. In addition, vessel operators will be able to provide information on the ecosystems of the marina and surrounding waters. The importance of maintaining a clean environment will be reinforced, for example, vessel operators will instruct that no trash should ever be thrown in the water and point out on the vessel the different types of recycling/trash containers.

As passengers disembark, the vessel operator will ensure their safety and invite them to come back and enjoy the WaterBus service again.

Patron Direction

Onboard all vessels and located at all dock facilities, signs will be provided that are consistent with the existing WaterBus marketing materials in look & approved by the Department of Beaches & Harbors. These signs will provide clear, concise procedures for waiting, boarding & disembarking to ensure safe & efficient guest flow. All signs will be visible and large enough for patrons to view in both day & night conditions. In addition, all dock attendants and vessel operators will review all appropriate rules & regulations with patrons during their interactions with guests during the regular operation of the WaterBus service.

Promotional and Advertising of MDR WaterBus Service

The following methods/strategies will be implemented to supplement all Department of Beaches & Harbors WaterBus marketing efforts (all subject to approval of Department of Beaches & Harbors):

- Inclusion of WaterBus service in Hornblower's Hotel E-Newsletter to surrounding Marina del Rey hotels.
- Creation of a website specifically for the Marina del Rey WaterBus service, which will be created, maintained and publicized by Hornblower.
- Inclusion of WaterBus service in Hornblower regional email distribution.
- WaterBus brochure distribution at Hornblower's Fishman's Village Facility.
- WaterBus brochure distribution on Hornblower's regularly scheduled Dining Cruises operating from Fisherman's Village.
- Inclusion in existing Hornblower collateral as appropriate.
- Distribution of specific Press Release to local media in Los Angeles/Orange County
- WaterBus brochure distribution at the appropriate local tradeshows, mixers and other community events.
- Social media influencer collaboration in pre-promotion of WaterBus season
- Partner with VisitMarinadelRey to promote WaterBus via social media, e-newsletters and website

Marina del Rey




FARE

\$1.00 per person, one way

BIKES & STROLLERS WELCOME

NO SMOKING OR PETS

DISABLED ACCESS

ADA accessible ramps are located at seven designated stops, which are indicated by the  icon on the route map. **WaterBus** attendants will arrange for land taxi service for passengers needing special assistance to any **WaterBus** boarding stop for the \$1.00 fare.

FOR MORE INFORMATION:
310.628.3219 | marinawaterbus.com

For information about other events and activities in Marina del Rey, please visit: marinadelrey.lacounty.gov



MARINA DEL REY

CONNECT WITH US! #ilovemdr



[Facebook.com/lacdbh](https://www.facebook.com/lacdbh)



[Twitter.com/lacdbh](https://twitter.com/lacdbh)



EXPLORE
MARINA DEL REY
ON THE
WATER BUS!



Welcome Aboard Marina del Rey's WaterBus!
The most scenic way to get around the Marina to shop, dine and simply enjoy one of L.A.'s most beautiful areas.

SUMMER 2018 SCHEDULE

JUNE 21 – SEPT 3

Thursdays - Saturdays:
11AM - midnight

Sundays:
11AM - 9PM

HOLIDAY HOURS

July 4:
11AM - midnight

Labor Day:
11AM - 9PM



MAP LEGEND

- BEACH SHUTTLE STOPS**
- MARINA DEL REY ROUTE**
- CHACE PARK ROUTE**
- 1 - 8 BOARDING LOCATIONS**
- PARKING**
- HOTEL**
- RESTROOM**
- DINING**
- VISITOR'S CENTER**
- SUMMER CONCERTS***
- MOVIE NIGHTS***
- FARMERS' MARKET***
- BEACH EATS (FOOD TRUCKS)***

* Visit marinadelrey.lacounty.gov for schedules & details for these events.



BOARDING LOCATIONS

PICK-UP at designated stops 1 through 8

- 1 FISHERMAN'S VILLAGE**
13755 Fiji Way
Shopping, restaurants and free weekend daytime concerts
- 4 MARINA "MOTHER'S" BEACH**
4101 Admiralty Way ☺
Sandy beach, great for picnics and BBQs, and Beach Eats (food trucks) on Thursday evenings
- 7 HARBOR AT MARINA BAY**
14015 Tahiti Way,
Dock Gate, #B-3100 ☺
Luxury apartments with new anchorage

- 2 BURTON CHACE PARK**
13650 Mindanao Way ☺
Beautiful park with free evening concerts and movie nights in the summer
- 5 DOLPHIN MARINA**
13900 Panay Way, Dock Gate, #202 ☺
Restaurants and attractive residential area with anchorage
- 8 DEL REY LANDING**
13800 Bora Bora Way, Fuel Dock Gate ☺
Fuel dock, maritime general store

- 3 WATERFRONT WALK**
4375 Admiralty Way, Ritz-Carlton Hotel
Dock Gate, #E-200 ☺
Hotel and restaurants
- 6 ESPRIT**
13900 Marquesas Way, Dock Gate,
Slip #B-602 1/2 ☺
Attractive residential area with anchorage

5. Emergencies and Overtime

Communication with Employees Regarding Emergencies /Weather Changes

All employees will have regular access to a phone list with all employee & manager contact information. In addition, all employees will be given clear instructions on how to proceed in the event of an emergency or in the event of a weather change.

The Contractor's Representative and/or all Supervisors will be available via cell phone at all times of the operation. These phone numbers are listed on the employee schedule and included in the Dock Attendant supplies at each location to ensure that no dock attendant or vessel operator is without the appropriate emergency phone numbers. Response to all emergencies will be immediate.

This system has been in use for the past 15 years off the Waterbus service and has been effective in facilitating all communications between employees and management to effectively handle any unforeseen absences or emergencies.

The Contractor's Representative will respond to the County's Contract Representative in a timely manner regarding any requests for additional service requests to accommodate.

Proposer's Qualifications (Background and Experience)

1. BACKGROUND. Provide a summary description of your relevant background information demonstrating the Proposer's ability to meet the requirements stated in the RFP, Paragraph 4.0 (Minimum Mandatory Qualifications) and perform the required services as a corporation or other entity.

2. SUPPLIES, MATERIALS AND VESSELS.

- List the make, model and number of operators for each vessel your firm will operate on behalf of the County. Please note that while five vessels are required to perform the requested services, the County will only pay for one operator per vessel. Please indicate the following regarding your vessels:
 - the overall construction quality of the vessels;
 - the performance and speed range of the vessels;
 - are operated with clean fuel or maintain any other environmental standards.
- Indicate whether the vessels to be used for the WaterBus service are consistent in color to each other.
- List the supplies and materials that you will use to perform the Contract work.

3. BASE OF OPERATIONS. Describe your ability to maintain a base of operations in Marina del Rey for the WaterBus Service, including providing facilities for docking of fleet, boarding-pass season sales and storage of supplies and promotional materials.

Please provide the location for your base of operations 13755 Fiji Way, Suite D9, Marina del Rey, CA 90292

4. LICENSES. Please attach copies of your operator's license as issued by the U.S. Coast Guard.
Please attach a copy of your firm's Los Angeles County Business license.

5. How many full-time workers does your firm employ? 215
6. Attach an organizational chart or description of the organization of your firm:
7. **EVIDENCE OF INSURABILITY:** Attach a letter of commitment, binder of certificate of current insurance coverage meeting the limits and other requirements of Paragraph 8.25 of Appendix A, (Contract).

EXHIBIT 10 -- PROPOSERS QUALIFICATIONS (BACKGROUND AND EXPERIENCE)

Background

Hornblower Yachts, LLC has 43 years of experience in the marine hospitality business with locations worldwide. It is the largest and most diverse company in this industry in the country. From water taxi, ferry service and dining cruises our commitment to quality, safety and customer service is the same.

The company has seen success and growth. It began with two vessels providing charter and dining cruises in Berkeley, CA and in 2023, the company generated in excess of \$300 million dollars through operations located in San Diego, Orange County, Los Angeles, San Francisco, New York City, Boston and Chicago to name a few. Within the U.S. operations, Hornblower annually welcomes roughly 14,000,000 guests aboard its wide range of services.

Locally, Hornblower has been a stable tenant, currently operating under the City Cruises brand, in the Marina del Rey harbor since 1988. There are five charter yachts berthed there which have hosted events to thousands of passengers. The Marina del Rey port, along with other Hornblower ports, has remained solvent and successful during times of local and national economic hardship.

Supplies, Materials and Vessels

Supplies & Materials

Dock Attendant Supplies

- 2 way radio, folding director's chair, umbrella, Dock Attendant Passenger Tracking Sheet, Pre-Shift Dock Checklist, First aid kit, flashlights, batteries, keys (as needed), cash bank.

Cleaning/Maintenance Supplies

- Each vessel will contain a small supply of green seal certified cleaning supplies to ensure the cleanliness of each vessel and dock facilities. Additional cleaning supplies and materials will be stored at Hornblower's existing Marina Del Rey facility in Fisherman's Village and will be stored appropriately and replenished as necessary.

Vessel Supplies and Materials

- First Aid Kit, recycling receptacles for glass, plastics and aluminum, all appropriate USCG--required equipment, Marina Del Rey WaterBus brochures with brochure racks

Uniform Supplies

- All dock attendants will wear photo name badges and will wear white logoed polo shirts and khaki pants or shorts to ensure adherence to required uniform policy
- All onboard operational crew will wear photo name badges and will wear appropriate uniformed captain's shirt with either khaki shorts or pants
- All dock attendants and onboard operational crew will wear non--skid shoes

Vessels

All 5 vessels to be used for MDR WaterBus service are all dominantly white in color. The 4 pontoon vessels used for service are identical in size, shape and color.

Vessel Name	Vessel Make	Vessel Model	# of Operators	Exterior Color
Bali	Trident	3510	1	White
Tahiti	Trident	3510	1	White
Bora Bora	Trident	3510	1	White
Admiralty	Trident	3510	1	White
Cabaret Hornblower	Hydrodyne	Custom USCG vessel	2	White

Base of Operations

Hornblower Yachts, LLC operating under the brand, City Cruises, maintains office space, storage and docks in Fisherman's Village. The location of base operation is 13755 Fiji Way, Suite D9. City Cruises has maintained operations at this location since 1988.

How many full-time workers does your firm employ - 215



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 10 Jun 2019
Expiration Date: 10 Jun 2024

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
BALI	CF8331UX		WDE9014	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
Marina Del Rey, CA	Aluminum	50	Gasoline Outboard
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
Tavares, FL	01Jun2009	15May2009	R-3	R-3		R-35.0
UNITED STATES						

Owner	Operator
HORNBLOWER YACHTS, LLC. 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES	HORNBLOWER YACHTS, LLC. 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 24 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 26

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR, MARINA DEL REY, AND NOT MORE THAN ONE (1) MILE FROM LAND WITHIN SAN PEDRO BAY AND TRIBUTARIES. VESSEL MAY TRANSIT BETWEEN AREAS OF OPERATION IN FAIR WEATHER AND WITHOUT PASSENGERS.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, THE ONBOARD CREW MUST BE PUT ASHORE AND A REPLACEMENT MASTER AND CREW SHALL BE PROVIDED.

THE CREW MAY BE REDUCED TO ONE MASTER IN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR AND MARINA DEL REY,

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Marina Del Rey, CA, UNITED STATES, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This Amended certificate issued by: STEPHEN BOR, CDR, U.S.Coast Guard, By Direction Officer in Charge, Marine Inspection Los Angeles - Long Beach Inspection Zone
Date	Zone	A/P/R	Signature	
09Sep2020	SEC LA/LB	A	TILTON BLAKE	
07Sep2021	SEC LA/LB	A	CUNNINGHAM ROBERT	
06Sep2022	SEC LA/LB	A	TWIDDY JOSEPH	



United States of America
 Department of Homeland Security
 United States Coast Guard

Certification Date: 10 Jun 2019
 Expiration Date: 10 Jun 2024

Certificate of Inspection

Vessel Name: BALI

WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND TO PROVIDE PASSENGER ASSISTANCE.

A CHILD SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	30Apr2025	20Apr2023	10May2021

---Stability---

Type	Issued Date	Office
Letter	29Jun2009	Sector Los Angeles/Long Beach

---Lifesaving Equipment---

Total Equipment for 26 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 26
Lifeboats (Port)	0	0	Life Preservers (Child) 3
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB? NO

--- Fire Fighting Equipment ---

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	40-B:C

---Certificate Amendments---

Amending Unit	Amendment Date	Amendment Remark
Sector Los Angeles/Long Beach	09Sep2020	Amended Route Permitted and Conditions of Operation.
Sector Los Angeles/Long Beach	03Jun2021	Conducted hull exam for credit drydock; amended due dates.
Sector Los Angeles/Long Beach	07Sep2021	Completed second annual COI inspection.
Sector Los Angeles/Long Beach	06Sep2022	Completed third annual COI inspection.
Sector Los Angeles/Long Beach	20Apr2023	Conducted hull exam for credit drydock; amended due dates.

END



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 10 Jun 2019
Expiration Date: 10 Jun 2024

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
BORA BORA	CF8269UF		WDE9015	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
Marina Del Rey, CA	Aluminum	50	Gasoline Outboard
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
Tavares, FL	01Jun2009	21May2009	R-3	R-3		R-35.0
UNITED STATES			I-	I-		I-0

Owner	Operator
HORNBLOWER CRUISES AND EVENTS 2431 West Coast Hwy Newport Beach, CA 92663 UNITED STATES	HORNBLOWER CRUISES AND EVENTS 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 24 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 26

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR, MARINA DEL REY, AND NOT MORE THAN ONE (1) MILE FROM LAND WITHIN SAN PEDRO BAY AND TRIBUTARIES. VESSEL MAY TRANSIT BETWEEN AREAS OF OPERATION IN FAIR WEATHER AND WITHOUT PASSENGERS.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Marina Del Rey, CA, UNITED STATES, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by: M. L. ROCHESTER, CAPTAIN, U.S. Coast Guard Officer in Charge, Marine Inspection Los Angeles - Long Beach Inspection Zone
Date	Zone	A/P/R	Signature	
09 SEP 2020	SEC LA/LB	A	<i>[Signature]</i>	



United States of America
 Department of Homeland Security
 United States Coast Guard

Certification Date: 10 Jun 2019
 Expiration Date: 10 Jun 2024

Certificate of Inspection

Vessel Name: BORA BORA

* THE CREW MAY BE REDUCED TO ONE MASTER IN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR AND MARINA DEL REY, WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND TO PROVIDE PASSENGER ASSISTANCE.

A CHILD SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31Mar2021	27Mar2019	22Mar2017

---Stability---

Type	Issued Date	Office
Letter	06Jul2009	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 26 Persons

Primary Lifesaving Equipment	Quantity	Capacity		Required
Lifeboats (Total)	0	0	Life Preservers (Adult)	26
Lifeboats (Port)	0	0	Life Preservers (Child)	3
Lifeboats (Starboard)	0	0	Ring Buoys (Total)	1
Motor Lifeboats	0	0	With Lights	1
Lifeboats With Radio	0	0	With Line Attached	1
Rescue Boats/Platforms	0	0	Other	0
Inflatable Rafts	0	0	Immersion Suits	0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios	0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB?	NO

--- Fire Fighting Equipment ---

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	40-B:C

END



**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date: 05 Mar 2021
Expiration Date: 05 Mar 2026

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service		
CABARET HORNBLOWER	529432		WDD6991	Passenger (Inspected)		
Hailing Port	Hull Material	Horsepower	Propulsion			
SAN FRANCISCO, CA	Wood	300	Diesel Reduction			
UNITED STATES						
Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
PORT HUENEME, CA	01Jan1970	01Jan1970	R-46	R-38		R-45.5
UNITED STATES			1-	1-		10
Owner	Operator					
HORNBLOWER YACHTS LLC PIER 3 THE EMBARCADERO SAN FRANCISCO, CA 94111 UNITED STATES	HORNBLOWER YACHTS LLC PIER 3 THE EMBARCADERO SAN FRANCISCO, CA 94111 UNITED STATES					

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	2 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 59 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 62

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---
 WITHIN THE FOLLOWING HARBORS: NEWPORT BEACH, MARINA DEL REY, AND NOT MORE THAN ONE (1) MILE FROM LAND WITHIN SAN PEDRO BAY AND TRIBUTARIES.
 VESSEL MAY TRANSIT BETWEEN AREAS OF OPERATION IN FAIR WEATHER AND WITHOUT PASSENGERS.
 A MAXIMUM OF 22 PERSONS MAY BE ALLOWED ON THE UPPER DECK. WHEN NO PASSENGERS ARE CARRIED ON THE UPPER DECK, THE NUMBER OF DECKHANDS MAY BE DECREASED TO 1.
 IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12
*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at Los Angeles, CA, UNITED STATES, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This Amended certificate issued by: <i>M. E. Newberry</i> M. E. NEWBERRY, CDR, U.S. Coast Guard, By Direction
Date	Zone	A/P/R	Signature	
15 FEB 23	SEC LAQR	A	<i>[Signature]</i>	Officer in Charge, Marine Inspection
				Los Angeles - Long Beach
				Inspection Zone



United States of America
 Department of Homeland Security
 United States Coast Guard

Certification Date: 05 Mar 2021
 Expiration Date: 05 Mar 2026

Certificate of Inspection

Vessel Name: CABARET HORNBLOWER

HOURS IN ANY 24 HOUR PERIOD, THE ONBOARD CREW MUST BE PUT ASHORE AND A REPLACEMENT MASTER AND CREW SHALL BE PROVIDED.

A CHILD-SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31Mar2023	07Apr2021	12Apr2019
Wood Keel Bolt	31Mar2027	15Mar2017	15May2007

---Stability---

Type	Issued Date	Office
Letter	12Sep1990	Sector Los Angeles/Long Beach

---Lifesaving Equipment---

Total Equipment for 62 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 62
Lifeboats (Port)	0	0	Life Preservers (Child) 7
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB? NO

--- Fire Fighting Equipment ---

Number of Fire Pumps - 1

Hose Information

Location	Quantity	Diameter	Length
port side, forward main deck	1	1.5	50

Fixed Extinguishing Systems

Location	Type	Capacity
ENGINE ROOM	Halocarbon (Formerly: FM 200, FE241)	600 Cubic Foot

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
3	40-B:C

---Certificate Amendments---

Amending Unit	Amendment Date	Amendment Remark
Sector Los Angeles/Long Beach	07Apr2021	Conducted hull exam for credit drydock; amended due dates.

END



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 10 Jun 2019
Expiration Date: 10 Jun 2024

Certificate of Inspection

For ships on International voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
TAHITI	CF8260UF		WDE9013	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
Marina Del Rey, CA	Aluminum	50	Gasoline Outboard
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
Tavares, FL	01Jun2009	19May2009	R-3	R-3		R-35.0
UNITED STATES						

Owner	Operator
HORNBLOWER YACHTS, LLC. 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES	HORNBLOWER CRUISES AND EVENTS 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 24 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 26

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---
 WITHIN THE FOLLOWING HARBORS: NEWPORT BAY, KING HARBOR, MARINA DEL REY, AND NOT MORE THAN ONE (1) MILE FROM LAND WITHIN SAN PEDRO BAY AND TRIBUTARIES. VESSEL MAY TRANSIT BETWEEN AREAS OF OPERATION IN FAIR WEATHER AND WITHOUT PASSENGERS.
 IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, THE ONBOARD CREW MUST BE PUT ASHORE AND A REPLACEMENT MASTER AND CREW SHALL BE PROVIDED.
*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at Marina Del Rey, CA, UNITED STATES, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This Amended certificate issued by: STEPHEN BOR, ODR, U.S.Coast Guard, By Direction
Date	Zone	A/P/R	Signature	
09Sep2020	SEC LA/LB	A	BARRAGAN SAMUEL	Officer in Charge, Marine Inspection Los Angeles - Long Beach
07Sep2021	SEC LA/LB	A	CUNNINGHAM ROBERT	
06Sep2022	SEC LA/LB	A	PICONE RICHARD	
				Inspection Zone



**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date:	10 Jun 2019
Expiration Date:	10 Jun 2024

Certificate of Inspection

Vessel Name: TAHITI

* THE CREW MAY BE REDUCED TO ONE MASTER IN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR AND MARINA DEL REY, WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND TO PROVIDE PASSENGER ASSISTANCE.

A CHILD SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

*
---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31Mar2021	25Mar2019	24Mar2017

---Stability---

Type	Issued Date	Office
Letter	01Jul2009	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 26 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 26
Lifeboats (Port)	0	0	Life Preservers (Child) 3
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB? NO

--- Fire Fighting Equipment ---

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	40-B:C

END



**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date: 28 May 2021
Expiration Date: 28 May 2026

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
OCEANA	CF6011XC			Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
Marina Del Rey, CA	Aluminum	115	Gasoline Outboard
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
Tavares, FL	02Dec2019		R-3	R-3		R-35.0
UNITED STATES			I-	I-		I-0

Owner	Operator
County of Los Angeles 1100 N. Eastern Ave Los Angeles, CA 90063 UNITED STATES	HORNBLOWER YACHTS, LLC. 2431 West Coast Hwy Newport Beach, CA 92663 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 28 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 30

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR, MARINA DEL REY, AND NOT MORE THAN ONE (1) MILE FROM LAND WITHIN SAN PEDRO BAY AND TRIBUTARIES. VESSEL MAY TRANSIT BETWEEN AREAS OF OPERATION IN FAIR WEATHER AND WITHOUT PASSENGERS.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, THE ONBOARD CREW MUST BE PUT ASHORE AND A REPLACEMENT MASTER AND CREW SHALL BE PROVIDED.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Marina Del Rey, CA, UNITED STATES, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by: <i>M. E. Newberry</i> M. E. NEWBERRY, CDR, U.S.Coast Guard, By Direction Officer in Charge, Marine Inspection Los Angeles - Long Beach Inspection Zone
Date	Zone	A/P/R	Signature	
26 SEP 22	SPECIALS	A	<i>Jan Mel</i>	



United States of America
 Department of Homeland Security
 United States Coast Guard

Certification Date: 28 May 2021
 Expiration Date: 28 May 2026

Certificate of Inspection

Vessel Name: OCEANA

THE CREW MAY BE REDUCED TO ONE MASTER IN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR AND MARINA DEL REY, WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND TO PROVIDE PASSENGER ASSISTANCE.

A CHILD SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31Jan2022	15Jan2020	

---Stability---

Type	Issued Date	Office
Letter	09Dec2019	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 30 Persons

Primary Lifesaving Equipment	Quantity	Capacity		Required
Lifeboats (Total)	0	0	Life Preservers (Adult)	30
Lifeboats (Port)	0	0	Life Preservers (Child)	3
Lifeboats (Starboard)	0	0	Ring Buoys (Total)	1
Motor Lifeboats	0	0	With Lights	1
Lifeboats With Radio	0	0	With Line Attached	1
Rescue Boats/Platforms	0	0	Other	0
Inflatable Rafts	0	0	Immersion Suits	0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios	0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB?	NO

--- Fire Fighting Equipment ---

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	40-B:C

END



United States of America
 Department of Homeland Security
 United States Coast Guard

Certification Date:	10 Jun 2019
Expiration Date:	10 Jun 2024

Certificate of Inspection

Vessel Name: ADMIRALTY

WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND TO PROVIDE PASSENGER ASSISTANCE.

A CHILD SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	30Apr2025	20Apr2023	17May2021

---Stability---

Type	Issued Date	Office
Letter	01Jul2009	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 26 Persons

Primary Lifesaving Equipment	Quantity	Capacity		Required
Lifeboats (Total)	0	0	Life Preservers (Adult)	26
Lifeboats (Port)	0	0	Life Preservers (Child)	3
Lifeboats (Starboard)	0	0	Ring Buoys (Total)	1
Motor Lifeboats	0	0	With Lights	1
Lifeboats With Radio	0	0	With Line Attached	1
Rescue Boats/Platforms	0	0	Other	0
Inflatable Rafts	0	0	Immersion Suits	0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios	0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB?	NO

--- Fire Fighting Equipment ---

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	40-B:C

---Certificate Amendments---

Amending Unit	Amendment Date	Amendment Remark
Sector Los Angeles/Long Beach	09Sep2020	Updated Route Permitted and Conditions of Operation.
Sector Los Angeles/Long Beach	21May2021	Conducted hull exam for credit drydock; amended due dates.
Sector Los Angeles/Long Beach	07Sep2021	Completed second annual COI inspection.
Sector Los Angeles/Long Beach	06Sep2022	Completed third annual COI Inspection.
Sector Los Angeles/Long Beach	20Apr2023	Conducted hull exam for credit drydock; amended due dates.

END



**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date: 10 Jun 2019
Expiration Date: 10 Jun 2024

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
ADMIRALTY	CF8335UX		WDE9012	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
Marina Del Rey, CA	Aluminum	50	Gasoline Outboard
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
Tavares, FL	01Jun2009	21May2009	R-3	R-3		R-35.0
UNITED STATES			I-	I-		I-0

Owner	Operator
HORNBLOWER YACHTS, LLC. 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES	HORNBLOWER CRUISES AND EVENTS 2431 WEST COAST HWY NEWPORT BEACH, CA 92663 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 24 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 26

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR, MARINA DEL REY, AND NOT MORE THAN ONE (1) MILE FROM LAND WITHIN SAN PEDRO BAY AND TRIBUTARIES. VESSEL MAY TRANSIT BETWEEN AREAS OF OPERATION IN FAIR WEATHER AND WITHOUT PASSENGERS.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, THE ONBOARD CREW MUST BE PUT ASHORE AND A REPLACEMENT MASTER AND CREW SHALL BE PROVIDED.

THE CREW MAY BE REDUCED TO ONE MASTER IN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR AND MARINA DEL REY,

*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at Marina Del Rey, CA, UNITED STATES, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This Amended certificate issued by: STEPHEN BOR, ODR, U.S.Coast Guard, By Direction
Date	Zone	A/P/R	Signature	
09Sep2020	SEC LA/LB	A	TILTON BLAKE	Officer in Charge, Marine Inspection Los Angeles - Long Beach
07Sep2021	SEC LA/LB	A	MITCHELL JEREMY	
06Sep2022	SEC LA/LB	A	TWIDDY JOSEPH	
				Inspection Zone



**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date: 28 May 2021

Expiration Date: 28 May 2026

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
TRITON	1300072			Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
MARINA DEL REY, CA	Aluminum	115	Gasoline Outboard
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
TAVARES, FL	02Dec2019		R-7	R-7		R-45.0
UNITED STATES			I-	I-		I-0

Owner	Operator
COUNTY OF LOS ANGELES 13575 MINDANAO WAY MARINA DEL REY, CA 90292 UNITED STATES	HORNBLOWER YACHTS, LLC. 2431 West Coast Hwy Newport Beach, CA 92663 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 58 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 60

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---

WITHIN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR, MARINA DEL REY, AND NOT MORE THAN ONE (1) MILE FROM LAND WITHIN SAN PEDRO BAY AND TRIBUTARIES. VESSEL MAY TRANSIT BETWEEN AREAS OF OPERATION IN FAIR WEATHER AND WITHOUT PASSENGERS.

IF THE VESSEL IS AWAY FROM THE DOCK OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD, THE ONBOARD CREW MUST BE PUT ASHORE AND A REPLACEMENT MASTER AND CREW SHALL BE PROVIDED.

*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at Marina Del Rey, CA, UNITED STATES, the Officer in Charge, Marine Inspection, Los Angeles - Long Beach certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by: <i>M. E. Newberry</i> M. E. NEWBERRY, CDR, U.S. Coast Guard, By Direction Officer in Charge, Marine Inspection Los Angeles - Long Beach Inspection Zone
Date	Zone	A/P/R	Signature	
26 Sep 21	Sec LA 13	A	<i>[Signature]</i>	
03 MAY 23	Sec LA 18	A	<i>[Signature]</i>	



Certificate of Inspection

Vessel Name: TRITON

THE CREW MAY BE REDUCED TO ONE MASTER IN THE FOLLOWING HARBORS: NEWPORT BEACH, KING HARBOR AND MARINA DEL REY, WHEN THERE IS A DESIGNATED PERSON AT EACH PASSENGER EMBARKATION AREA TO HANDLE MOORING LINES AND TO PROVIDE PASSENGER ASSISTANCE.

A CHILD SIZED LIFE JACKET SHALL BE PROVIDED FOR EACH PERSON WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	31Jan2022	15Jan2020	

---Stability---

Type	Issued Date	Office
Letter	17Dec2019	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 60 Persons

Primary Lifesaving Equipment	Quantity	Capacity		Required
Lifeboats (Total)	0	0	Life Preservers (Adult)	60
Lifeboats (Port)	0	0	Life Preservers (Child)	6
Lifeboats (Starboard)	0	0	Ring Buoys (Total)	1
Motor Lifeboats	0	0	With Lights	1
Lifeboats With Radio	0	0	With Line Attached	1
Rescue Boats/Platforms	0	0	Other	0
Inflatable Rafts	0	0	Immersion Suits	0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios	0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB?	NO

--- Fire Fighting Equipment ---

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
1	40-B:C

END

LOS ANGELES COUNTY BUSINESS LICENSE

No. 533380

COUNTY OF LOS ANGELES - STATE OF CALIFORNIA

THE LICENSEE NAMED HEREON HAS PAID TO THE UNDERSIGNED TREASURER AND TAX COLLECTOR THE AMOUNT SHOWN AND IS HEREBY LICENSED, UNDER PROVISIONS OF COUNTY CODE TITLE 7 FOR THE PERIOD EXPIRING ON THE DATE SHOWN, TO CARRY ON THE BUSINESS OR OCCUPATION SPECIFIED, AT THE LOCATION SHOWN (IN THE CASE OF THE STATIONARY BUSINESS), OR TO OPERATE THE VEHICLE SPECIFIED. THIS LICENSE IS SUBJECT TO ANY SPECIAL CONDITIONS SHOWN AND IS VALID ONLY IN THE UNINCORPORATED TERRITORY OF LOS ANGELES COUNTY.

LICENSEE, LOCATION-BUSINESS, OCCUPATION OR VEHICLE

YACHT, HORNBLOWER
HORNBLOWER YACHT
13755 FIJI WAY
MARINA DEL REY, CA 90292

WATER TAXI OPERATOR
13755 FIJI WAY
MARINA DEL REY 90292



1573 108283R1
12/05/2023
11/30/2024
\$189.00

DATE OF ISSUE
EXPIRATION DATE
← LICENSE FEE
← PENALTY COLLECTED

K. K.
LOS ANGELES COUNTY
TREASURER AND TAX COLLECTOR

COUNTERSIGNED

JURISDICTION: UNINC. LA COUNTY

DECAL/PLATE NO.

SPECIAL CONDITIONS

Arteme B...
LOS ANGELES COUNTY
AUDITOR-CONTROLLER

*Includes \$4.00 State of California Disability Access Fee

701 925 (Rev. 1/20)

ABSENCE OF U.S. PATENT NUMBERS IN THE BOTTOM MARGIN INDICATES THAT THIS DOCUMENT IS FRAUDULENT. THIS AREA IS PRINTED WITH A PINK HEAT SENSITIVE INK THAT WILL DISAPPEAR WHEN BLOWING OR RUBBING. BOTTOM BORDER CONTAINS MICRO PRINTING - "FINGERPRINT SECURITY" MAY BE SEEN UNDER MAGNIFICATION

FORM NO. 122 U.S. PATENTS 5,635,500; 5,635,501; 5,641,163; 5,735,353; 5,834,364 & 6,000,000



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: HORNBLLOWER YACHTS, LLC
Entity No.: 201120010260
Registration Date: 10/16/1980
Entity Type: Limited Liability Company - CA
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 08, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 189426333

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies
Entity Name: HORNBLOWER YACHTS, LLC
Formed In: CALIFORNIA
Entity No.: 201120010260
Entity Type: Limited Liability Company - CA

Issuance Date: 03/08/2024
Copies Requested: 1
Receipt No.: 006504058
Certificate No.: 189426636

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
39581473-1	10/16/1980	Initial Filing	1
39581475-1	12/30/2011	Legacy Merger	1
39581477-1	07/01/2021	Statement of Information	1
B1840-6797	06/08/2023	Statement of Information	2

** **** ***** ***** End of list ***** ***** **** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on March 08, 2024.



SHIRLEY N. WEBER, PH.D.
Secretary of State

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

201120010260



State of California Secretary of State

OBE MERG

FILED
in the office of the Secretary of State
of the State of California

Certificate of Merger

(California Corporations Code sections

1113(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17552)

DEC 30 2011 EFFECTIVE
DATE

DEC 31 2011

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY Hornblower Yachts, LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER 201120010260	4. JURISDICTION California
5. NAME OF DISAPPEARING ENTITY Adventures At Sea, LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER 201120010289	8. JURISDICTION California

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.

SURVIVING ENTITY

CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
LLC interest of 1 member		more than 50%

DISAPPEARING ENTITY

CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
LLC interest of 1 member		more than 50%

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.

15. FUTURE EFFECTIVE DATE, IF ANY
12 - 31 - 2011
(Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

X
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE 12/23/11

**Terry A. MacRae, Manager of
Hornblower Group, LLC, Member of
HORNBLOWER YACHTS, LLC**

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
Terry A. MacRae, Manager of

X
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE 12/23/11

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
**Hornblower Group, LLC, Member of
Hornblower Yachts, LLC, Member of
ADVENTURES AT SEA, LLC**

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____



Secretary of State
Statement of Information
 (Limited Liability Company)

LLC-12

21-D30939

FILED

In the office of the Secretary of State
 of the State of California

JUL 01, 2021

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)
 HORNBLOWER YACHTS, LLC

2. 12-Digit Secretary of State File Number
 201120010260

3. State, Foreign Country or Place of Organization (only if formed outside of California)
 CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box The Embarcadero, Pier 3	City (no abbreviations) San Francisco	State CA	Zip Code 94111
b. Mailing Address of LLC, if different than item 4a The Embarcadero, Pier 3	City (no abbreviations) San Francisco	State CA	Zip Code 94111
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box The Embarcadero, Pier 3	City (no abbreviations) San Francisco	State CA	Zip Code 94111

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
b. Entity Name - Do not complete Item 5a Hornblower Group, Inc.			
c. Address The Embarcadero, Pier 3	City (no abbreviations) San Francisco	State CA	Zip Code 94111

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box		City (no abbreviations)	State CA
c. Address			

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b
COGENCY GLOBAL INC. (C2003899)

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
 Luxury yacht charter and dining services

8. Chief Executive Officer, if elected or appointed

a. First Name Kevin	Middle Name	Last Name Rabbitt	Suffix
b. Address The Embarcadero, Pier 3		City (no abbreviations) San Francisco	State CA
c. Address			

9. The information contained herein, including any attachments, is true and correct.

07/01/2021

Mitchell Randall

Vice President

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []



**State of California
Secretary of State**

1005536 OUT

**Limited Liability Company
Articles of Organization - Conversion**

LLC-1A

File # 20112001026-0

FILED
in the office of the Secretary of State
of the State of California

JUL 19 2011

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

Converted Entity Information

1. NAME OF LIMITED LIABILITY COMPANY (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

Hornblower Yachts, LLC

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

3. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (Check only one)

ONE-MANAGER

MORE THAN ONE MANAGER

ALL LIMITED LIABILITY COMPANY MEMBER(S)

4. MAILING ADDRESS OF THE CHIEF EXECUTIVE OFFICE

CITY

STATE

ZIP CODE

Pier 3, The Embarcadero

San Francisco

CA

94111

5. NAME OF AGENT FOR SERVICE OF PROCESS (Item 5: Enter the name of the agent for service of process. The agent may be an individual residing in California or a corporation that has filed a certificate pursuant to California Corporations Code section 1505. Item 6: If the agent is an individual, enter the agent's business or residential address in California. Item 7: If the converting entity is a California limited partnership, enter the mailing address of the individual or corporate agent. Check the box and omit the mailing address if the agent's mailing address is the same as the address in Item 6.)

Terry A. MacRae

6. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CA

CITY

STATE

ZIP CODE

Pier 3, The Embarcadero

San Francisco

CA

94111

7. MAILING ADDRESS OF AGENT FOR SERVICE OF PROCESS

CITY

STATE

ZIP CODE

THE MAILING ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IS THE SAME AS THE AGENT'S BUSINESS OR RESIDENTIAL ADDRESS IN ITEM 6.

Converting Entity Information

8. NAME OF CONVERTING ENTITY

Hornblower Yachts, Inc.

9. FORM OF ENTITY

corporation

10. JURISDICTION

California

11. CA SECRETARY OF STATE FILE NUMBER, IF ANY

C1005536

12. THE PRINCIPAL TERMS OF THE PLAN OF CONVERSION WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, PROVIDE THE FOLLOWING FOR EACH CLASS:

STATE THE CLASS AND NUMBER OF OUTSTANDING INTERESTS ENTITLED TO VOTE AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS

5,138.5 shares Class A Common Stock

more than 50%

Additional Information

13. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

July 18, 2011

DATE

SIGNATURE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

Terry A. MacRae, President

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

Richard C. Jacobs, Assistant Secretary

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON



BA20230925380



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only
-FILED-
 File No.: BA20230925380
 Date Filed: 6/8/2023

B1840-6797 06/08/2023 9:48 AM Received by California Secretary of State

Entity Details													
Limited Liability Company Name	HORNBLOWER YACHTS, LLC												
Entity No.	201120010260												
Formed In	CALIFORNIA												
Street Address of Principal Office of LLC													
Principal Address	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111												
Mailing Address of LLC													
Mailing Address	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111												
Attention													
Street Address of California Office of LLC													
Street Address of California Office	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111												
Manager(s) or Member(s)													
<table border="1"> <thead> <tr> <th>Manager or Member Name</th> <th>Manager or Member Address</th> </tr> </thead> <tbody> <tr> <td>+ Hornblower Group, Inc.</td> <td>PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111</td> </tr> <tr> <td>+ Mitchell Randall</td> <td>PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111</td> </tr> <tr> <td>+ Kevin Rabbitt</td> <td>PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111</td> </tr> <tr> <td>+ Kristina Heney</td> <td>PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111</td> </tr> <tr> <td>+ Adam Peakes</td> <td>PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111</td> </tr> </tbody> </table>		Manager or Member Name	Manager or Member Address	+ Hornblower Group, Inc.	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111	+ Mitchell Randall	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111	+ Kevin Rabbitt	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111	+ Kristina Heney	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111	+ Adam Peakes	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111
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Agent for Service of Process													
California Registered Corporate Agent (1505)	COGENCY GLOBAL INC. Registered Corporate 1505 Agent												
Type of Business													
Type of Business	Dining/sightseeing cruises												
Email Notifications													
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.												
Chief Executive Officer (CEO)													
<table border="1"> <thead> <tr> <th>CEO Name</th> <th>CEO Address</th> </tr> </thead> <tbody> <tr> <td>+ Kevin Rabbitt</td> <td>PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111</td> </tr> </tbody> </table>		CEO Name	CEO Address	+ Kevin Rabbitt	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111								
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+ Kevin Rabbitt	PIER 3, THE EMBARCADERO SAN FRANCISCO, CA 94111												
Labor Judgment													

Certificate Verification No.: 189426636 Date: 03/08/2024

No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

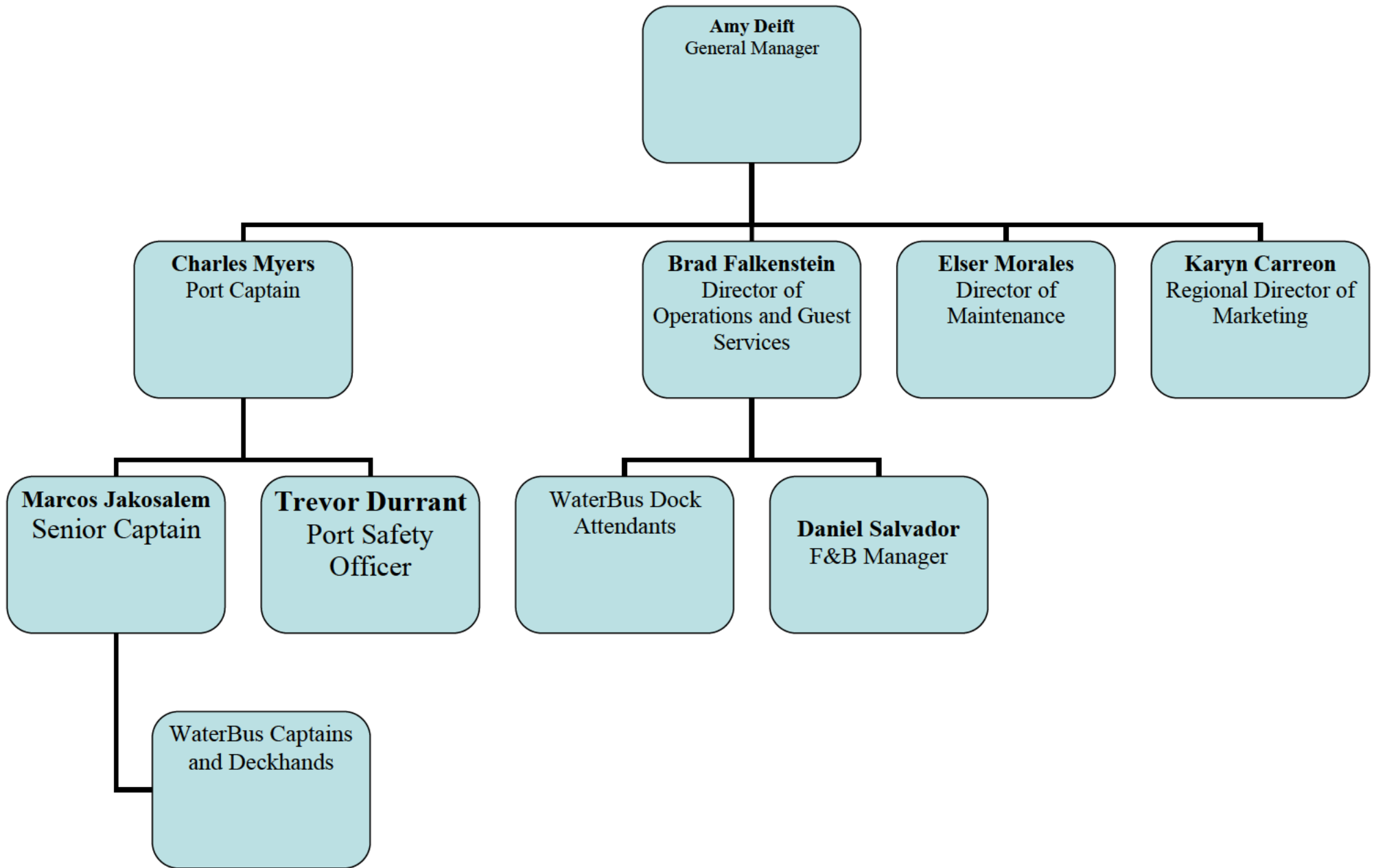
By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Mitchell Randall

06/08/2023

Signature

Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Simpson & McCrady LLC 310-330 Grant Street Suite 1320 Pittsburgh PA 15219-2233	CONTACT NAME: Donna Sebesta PHONE (A/C, No, Ext): (412) 261-2222 E-MAIL ADDRESS: donna@simpson-mccrady.com	FAX (A/C, No): (412) 261-3437	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Homblower Group, Inc. Homblower Cruises & Events LLC Pier 3 on the Embarcadero San Francisco CA 94111	INSURER A: See Attachment		
	INSURER B: American Casualty		20427
	INSURER C: American Longshore Mutual Associated LTD		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 23-24 HB Cr Mas w/\$9EX

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	See Attachment	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Garage Keepers Legal						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY	N	N	7063908870	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	N	See Attachment	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	ALMA01135-06	12/31/2023	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hull	N	N	See Attachment (Hull)	12/31/2023	12/31/2024	Per Vessel Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref: Right of Entry Permit No. 202-23. Locations: Fisherman's Village (Parcel 56), Waterfront Walk - (Ritz-Carlton-P125H), Dolphin Marina (Parcel 18), Esprit (Parcel 12), Wetlands Park (Parcel 9). The County of Los Angeles, its special districts, elected officials, officers, agents, employees, and volunteers, TC Marina del Rey LLC (14015 Tahiti Way, Marina Del Rey, CA 90292), Gold Coast Village LLC, Dolphin Marina (C/O Dolphin Marina, Mr. Henry Chodsky, 13924 Panay Way, Marina del Rey, 90292), Ltd, Gateway KW-Esprit Owner, LLC, Del Rey Fuel, LLC, Gold Coast Village, LLP, Host Marriott, L.P., Dolphin Marina, Ltd, Gateway KW-Esprit Owner, LLC, Essex MCC (4333 Admiralty Way, Suite 10, Marina del Rey, CA 90292) and MDR Hotels, LLC are named as additional insured where required by contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Los Angeles, Dept of Beaches & Harbors Asset Management Division 13837 Fiji Way Marina Del Ray CA 90292	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Simpson & McCrady LLC		NAMED INSURED City Cruises by Homblower	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Workers Compensation

Insurance Carrier - Great American Insurance Company
 Policy Number: WC409268511 (State Act)
 Effective Dates: 12/31/2023 to 12/31/2024
 Limits: \$1,000,000 Each Accident/\$1,000,000 Each Employee/\$1,000,000 Policy Limit

P&I Including Pollution Policy

Per Vessel COE (P&I)
 Effective Dates: 02/20/2023 to 02/20/2024
 Per Club Rules

MARINE PACKAGE POLICY

Marine General Liability

Carrier / Percentage / Policy #
 Ascot Insurance Company / 45% / MAPL2310000945-04
 Continental Insurance Company / 15% / H877872
 Starr Indemnity & Liability Insurance Co / 10% / MASILCH00651823
 Endurance Risk Solutions Assurance Co / 10% / OPK10015125403
 United Fire & Casualty Company / 10% / OMS-23001461-01
 XL Specialty / 10% / UM00172826MA23A

Hull & Machinery

Carrier / Percentage / Policy #
 Ascot Insurance Company / 25% / MACR2310000943-05
 Continental Insurance Company / 10% / H877872
 Starr Indemnity & Liability Insurance Co / 15% / MASIHCH00829523
 Endurance Risk Solutions Assurance Co / 15% / OBR10014862404
 United Fire & Casualty Company / 10% / OMS-23001461-01
 Liberty Mutual Insurance Company / 10% / NYACX9KZ001
 XL Specialty / 15% / UM00172821MA23A

Excess Hull & Machinery

Carrier / Percentage / Policy #
 Ascot Insurance Company / 15% / MACR2310000944-05
 Continental Insurance Company / 10% / H877877
 Starr Indemnity & Liability Insurance Co / 15% / MASIHCH00829623
 Endurance Risk Solutions Assurance Co / 15% / OBR10014862404
 United Fire & Casualty Company / 10% / OMS-23001461-01
 Liberty Mutual Insurance Company / 5% / NYACX9MK001
 XL Specialty / 17.5% / UM00172822MA23A
 Beazley Insurance Company / 12.5% / V366A8230101

EXCESS POLICIES

\$9,000,000 xs \$1,000,000
 Effective 12/31/2023 - 12/31/2024

Carrier / Percentage / Policy #
 Ascot Insurance Company / 45% / MAXS2310000946-05
 Continental Insurance Company / 15% / EX122121
 Starr Indemnity & Liability Insurance Co / 10% / MASILCH00651923
 Endurance Risk Solutions Assurance Co / 10% / OMX10014862504
 United Fire & Casualty Company / 10% / OMS-23001461-01
 XL Specialty / 10% / UM00172827MA23A

QUALITY CONTROL PLAN

Proposer must establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan must include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.
 - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
 - The methods for identifying and preventing unsatisfactory performance of the Contract work.
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the Department.
4. Describe your response time to complaints received from the Department.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

Exhibit 11 - Quality Control Plan

Describe the monitoring methods to ensure compliance with the contract work requirements

To ensure that Hornblower Yachts, LLC is in compliance with all contract terms and conditions and that the work performed is satisfactory, the same practices and standards that Hornblower's business units have implemented for 30 years will be adhered to. This includes, but is not limited to:

- Effective hiring
- eVerify and criminal background check
- Safety training
- Guest relations training
- "Q2" training
- Management training including coaching & progressive disciplinary action plan
- Respect our Planet training
- Crew Recognition/Incentive Programs

Describe the frequency of monitoring conducted. Who will review documents prepared by your office?

Waterbus monitoring will be conducted on a daily basis. Hornblower will utilize guest survey cards on each WaterBus vessel. These guest survey cards will give Hornblower immediate feedback from riding passengers. Hornblower will also use a checks a balances system where the Port Captain will oversee the Captains and the Captains will oversee the dock attendants. Any issues of compliances will be immediately reported directly to the Contract Supervisor.

All documents prepared by Hornblower Yachts, LLC will be reviewed by:

- Contractor's Representative, Port Captain of Marina del Rey, Charles Myers
- Supervisor, Director of Operations & Guest Services, Brad Falkenstein
- General Manager, Amy Deift

Describe the steps taken to correct deficiencies reported by the Department

The Contract Representative and General Manager will examine and discuss any de reported by the Department. After thorough analysis, the management team will develop a strategy to immediately correct the deficiencies and discuss with any affected crew members. In the following weeks this deficiency will be a topic of discussion and in some way included as a tip of the week in the future pre-shift meetings.

Describe your response time to complaints received by the Department

Hornblower Yachts, LLC will respond immediately to any Department of Beaches & Harbors complaint or request for immediate improvement. Within 24 hours, we will meet and or conference with the Department of Beaches and Harbors to discuss the inadequacies and work as quickly as possible to correct the deficiency.

Describe your documentation methods of all monitoring results, including corrective action taken

In addition to any Department of Beaches & Harbors effort to monitor the quality of work, Hornblower will regularly measure guest satisfaction through:

- Onboard comment cards
- Onboard interaction
- Undercover Shopper Cruisers scheduled randomly
- Surprise, unscheduled inspections of boarding locations & vessels by managers

In the event that the Department of Beaches & Harbors complains off inadequate work or our own team discovers any deficiencies, we will implement the appropriate changes utilizing Hornblower's current channels for product improvement.

Provide Samples of forms used in monitoring

All of the following are attached:

Vessel Log Sheet (*Proprietary & Confidential*)

All captains will complete a vessel log sheet daily that details cruise route and passenger counts.

Vessel Interval Log Sheet (*Proprietary & Confidential*)

All dock attendants will use this sheet to track the wait times between passenger departures and pick--ups by vessel.

Pre--Shift Dock Checklist (*Proprietary & Confidential*)

All dock attendants will utilize this sheet to track their inspection of the dock prior to water bus service.

WaterBus Passenger Sheet (*Proprietary & Confidential*)

All dock attendants will utilize this sheet for accurate accounting of ticket and annual pass sales.

WaterBus Bank Reconciliation Sheet (*Proprietary & Confidential*)

All dock attendants will complete and sign for their bank at the end of each shift.

Hornblower Captain Event Report (*Proprietary & Confidential*)

All captains will complete a daily event report that details weather, cruise route, guest comments & feedback and captain comments on crew performance.

Documentation of Crew Coaching & Counseling Session (*Proprietary & Confidential*)

Hornblower Yachts, LLC follows a detailed disciplinary program for any substandard crew. The appropriate forms are attached.

Scheduling Form (*Proprietary & Confidential*)

Provided is a printed example of our online schedule program (When to Work)

Hornblower Internal Incident Report (*Proprietary & Confidential*)

Internal report filled out by appropriate crew detailing all aspects off any incident including witnesses, incident type, injury type, injured party information, location, manager in charge and any other pertinent information.

Hornblower Quality Control Plan

Hornblower’s commitment to quality is clearly outlined through the Southern California Crew Handbook, which is an attached document. The handbook outlines all aspects of the Hornblower culture as well as the policies that support this culture and

the commitment to safety and quality. From effective hiring to explanation on the Hornblower style to policies on security and loss prevention, the Crew Handbook provides a robust platform outlining the organizations' overall approach to fulfill our quality goal and mission statement “We Create Amazing Experiences!”

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Hornblower Yachts, LLC
CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

Name: Charles Myers
Title: Port Captain
Address: 13755 Fiji Way, Suite D9
Marina del Rey, CA 90292
Telephone: (310)529-0808
Facsimile: (310)822-0881
E-mail Address: charles.myers@cityexperieces.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Amy Deift
Title: General Manager
Address: 13755 Fiji Way, Suite D
Marina del Rey, CA 90292
Telephone: (949)650-2412
Facsimile: (310)822-0881
E-mail Address: amy.deift@cityexperiences.com

Name: Bradley Falkenstein
Title: Director of Operations and Guest Services
Address: 13755 Fiji Way, Suite D9
Marina del Rey, CA 90292
Telephone: (310)497-0332
Facsimile: (310)822-0881
E-mail Address: bradley.falkenstein@cityexperiences.com

Name: Mitch Randall
Title: Senior VP & General Counsel
Address: 13755 Fiji Way, Suite D9
Marina del Rey, CA 90292
Telephone:
Email: mitch.randall@hornblower.com

RFP EXCEPTION FORM

Proposer's Name Hornblower Yachts, LLC
 Address Pier 3, Hornblower Landing
 Telephone (415)983-8241 Fax (866)728-4998
 E-mail Address amy.deift@cityexperiences.com

- I have reviewed both Appendix A, Contract and Appendix B, Statement of Work in its entirety and have **NO** exceptions.
- I have reviewed both Appendix A, Sample Contract and Appendix B, Statement of Work in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. For each exception, please provide an explanation of the reason for the exception. Please also provide a description of the impact, if any, to the Proposer's price. Attach additional pages as needed.

As stipulated in Section 8.25.4 of Appendix A, Sample Contract

"Insurance covering third-party liability for property damage incurred by marine vessels as well as liability under general maritime law from bodily injury with limits of not less than \$50 million or as approved by County."

Hornblower Yachts, LLC is proposing \$25 million covering third-party liability for property damage incurred by the marine vessels as well as liability under general maritime law for bodily injury meeting the satisfaction and approval by the County as outlined in the Sample Contract language. This is the same coverage provided by Hornblower as the Waterbus Operator during the previous contract period 2019-2023.

Print Name Amy Deift

Signature *Amy Deift*

Date 3/12/2024

REQUIRED FORMS – EXHIBIT 14

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-13 IS TRUE AND CORRECT.

PRINT NAME: Amy Deift	TITLE: General Manager
SIGNATURE: <i>Amy Deift</i>	DATE: 3/12/2024

APPENDIX C

Appendix

C Solicitation Requirements Review (SRR) Request

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Mandatory Requirements**
- Application of **Business Requirements**
- Application of **Evaluation Criteria**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ Title: _____

<i>For County use only</i>	
Date SRR Request Received by County:	Date Solicitation Released:
<hr/> Reviewed by:	