



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

**Eric Garcetti**

*Mayor, City of Los Angeles*

**Board of Harbor  
Commissioners**

**Jaime L. Lee**  
*President*

**Edward R. Renwick**  
*Vice President*

**Diane L. Middleton**  
*Commissioner*

**Lucia Moreno-Linares**  
*Commissioner*

**Anthony Pirozzi, Jr.**  
*Commissioner*

**Eugene D. Seroka**

*Executive Director*

January 14, 2022

Honorable Members of the  
City Council of the  
City of Los Angeles

CD No. 15

Attention: Mr. Andrew Suh, City Clerk's Office

Subject: RESOLUTION NO. 21-9937 – APPROVE FOURTH AMENDMENT TO THE AMENDED AND RESTATED LEASE NO. 904A WITH ALTASEA AT THE PORT OF LOS ANGELES

Pursuant to Section 606 of the City Charter, enclosed for your approval is Resolution No. 21-9937 authorizing proposed Fourth Amendment to Amended and Restated Lease No. 904A with AltaSea at the Port of Los Angeles (AltaSea). The premises, located at City Dock No. 1 and consisting of 32.85 acres, is for water-dependent, academic, and governmental uses, as well as a non-profit and for-profit marine research facility. The proposed Fourth Amendment includes required revisions to various development milestones including parcel acceptance and construction completion timelines for various parcels, revisions to various parcel scopes of work and modifications to AltaSea's and the City of Los Angeles Harbor Department's (Harbor Department) monetary commitments. While the Harbor Department will continue to be financially responsible for the funding of improvements and remediation costs totaling \$36.6 million, approval of the Fourth Amendment would advance \$6 million in spending by three to five years relative to prior expectations. There is no impact to the General Fund.

RECOMMENDATION FOR CITY COUNCIL:

1. ADOPT the determination by the Board of Harbor Commissioners that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines; and
2. APPROVE POLA Resolution No. 21-9937 authorizing proposed Fourth Amendment to Amended and Restated Lease No. 904A with AltaSea at the Port of Los Angeles.

Respectfully Submitted,

AMBER M. KLESGES  
Commission Secretary

cc: Trade, Travel & Tourism Committee  
Councilman Buscaino  
Councilman Bonin  
Councilman Krekorian  
Heleen Ramirez, Mayor's Office

Erick Martell, Harbor Representative  
Stephanie Magnien Rockwell, Harbor Representative  
Janice Chang Yu, CAO  
Dennis Gleason, CD15  
Tristan Noack, CLA

# TRANSMITTAL

TO  
Harbor Department

DATE  
01/18/2022

COUNCIL FILE NO.

FROM  
The Mayor

COUNCIL DISTRICT

**PROPOSED APPROVAL OF FOURTH AMENDMENT TO THE AMENDED AND RESTATED  
LEASE NO. 904A WITH ALTASEA AT THE PORT OF LOS ANGELES**

Approved, ED4 review waived, and transmitted for your consideration.



ERIC GARCETTI  
Mayor


(Andre Herndon for)

**CITY OF LOS ANGELES**

**INTER-DEPARTMENTAL CORRESPONDENCE**

DATE: November 19, 2021

TO: The Honorable Eric Garcetti, Mayor  
City of Los Angeles

FROM: Amber M. Klesges, Commission Secretary  
Harbor Department / Mail Stop 260 

SUBJECT: **CHARTER SECTION 606** – PROPOSED APPROVAL OF FOURTH  
AMENDMENT TO THE AMENDED AND RESTATED LEASE NO. 904A  
WITH ALTASEA AT THE PORT OF LOS ANGELES

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 21-9937 authorizing approval of a Fourth Amendment to the Amended and Restated Lease No. 904-A with AltaSea at the Port of Los Angeles; which was approved by the Board of Harbor Commissioners on November 18, 2021.

It is respectfully recommended for the City Administrative Office to review, report, and return to the Harbor Department for further processing to City Council for final consideration.

Please feel free to contact me for any inquiries regarding the transmitted documents at (310) 732-2642 or [aklesges@portla.org](mailto:aklesges@portla.org)

cc: Heleen Ramirez, Mayor's Office  
Max Reyes, Mayor's Office  
Stephanie Magnien, Harbor Representative  
Erick Martell, Harbor Representative  
City Attorney

14  
11.18.21

**RECOMMENDATION APPROVED;  
RESOLUTION 21-9937 (LEASE 904-A) ADOPTED  
BY THE BOARD OF HARBOR COMMISSIONERS**

November 18, 2021

  
**AMBER M. KLESGES**  
Board Secretary



Executive Director's  
Report to the  
Board of Harbor Commissioners

**DATE: NOVEMBER 3, 2021**

**FROM: WATERFRONT & COMMERCIAL REAL ESTATE**

**SUBJECT: RESOLUTION NO. 21-9937 – APPROVE FOURTH AMENDMENT TO THE AMENDED AND RESTATED LEASE NO. 904A WITH ALTA SEA AT THE PORT OF LOS ANGELES**

**SUMMARY:**

Staff requests approval of the Fourth Amendment to the Amended and Restated Lease 904A (Lease No. 904A) with AltaSea at the Port of Los Angeles (AltaSea). The premises, located at City Dock No. 1 and consisting of 32.85 acres, is for water-dependent, academic, and governmental uses, as well as a non-profit and for-profit marine research facility.

The proposed Fourth Amendment includes required revisions to various development milestones including parcel acceptance and construction completion timelines for various parcels, revisions to various parcel scopes of work and modifications to AltaSea's and the City of Los Angeles Harbor Department's (Harbor Department) monetary commitments. While the Harbor Department will continue to be financially responsible for the funding of improvements and remediation costs totaling \$36.6 million, approval of the Fourth Amendment would advance \$6 million in spending by three to five years relative to prior expectations.

**RECOMMENDATION:**

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f) of the Los Angeles City CEQA Guidelines;
2. Approve the Fourth Amendment to Amended and Restated Lease No. 904A with AltaSea at the Port of Los Angeles;
3. Direct the Board Secretary to transmit the Fourth Amendment to Amended and Restated Lease No. 904A to the City Council for approval pursuant to Section 606 of the City Charter;

SUBJECT: FOURTH AMENDMENT TO LEASE NO. 904A WITH ALTASEA

4. Authorize the Executive Director to execute and the Board Secretary to attest to the Fourth Amendment to Amended and Restated Lease No. 904A upon approval by City Council; and
5. Adopt Resolution No. 21-9937.

**DISCUSSION:**

Background - On December 23, 2013, AltaSea was granted Lease No. 904 (Lease) for the construction, operation, and maintenance of an urban marine research facility with a term of 50 years at City Dock No. 1. The Lease provides conditions under which AltaSea may occupy 11 parcels totaling 32.85 acres.

In August 2017, Lease No. 904 was amended and restated (Lease No. 904A) in order to expedite activation and development of the premises and reduce each party's financial obligation without compromising the original mission and goals, including providing comparable public access infrastructure; educational and public programming; job creation; and economic activity.

Proposed Fourth Amendment – The proposed Fourth Amendment (Transmittal 1) will include required adjustments to keep AltaSea in good standing and will update: various scopes of work and schedules, monetary commitments from both AltaSea and the Harbor Department, contracting and construction procedures, as well as funding and payment structure and procedures. In addition to adding one year to permit milestones for various construction timelines for Parcels B57-60, the Fourth Amendment reduces the Harbor Department's financial commitment for Parcel B57 improvements by \$6 million and advances that funding to Parcel B58 improvements as described in more detail below. The Fourth Amendment will include:

Updates to Schedule, Scope and Funding

- The Harbor Department and AltaSea shall agree on a final scope of work for the Parcel B 57 Wharf Improvements, and improvements shall not exceed \$9.62 million. City funding for Berth 57 Wharf Improvements has been reduced and City Improvements for Signal Street formerly associated with Parcel B57 have been deleted collectively reducing funding for Parcel B 57 by \$6 million in exchange for City funding \$6 million for Parcel B58 Warehouse improvements.
- AltaSea to complete Berth 58 Warehouse Improvements by December 31, 2022.
- AltaSea to complete Berth 59 and 60 Warehouse Improvements by December 31, 2023.
- AltaSea to accept Parcel B57 by December 31, 2022.

Monetary Commitments and Conditions

- The Harbor Department shall expend up to \$9,620,000 in construction and soft costs for Berth 57 Wharf Improvements, a reduction of \$580,000.

**SUBJECT: FOURTH AMENDMENT TO LEASE NO. 904A WITH ALTASEA**

- The Harbor Department shall expend \$0 for Signal Street Improvements, a reduction of \$5,420,000.
- The Harbor Department will conditionally commit \$6,000,000 to partially fund the Berth 58 Warehouse Improvements, an increase of \$6,000,000.

Contracting/Construction Procedures for Parcel B58 Warehouse Improvements

- AltaSea shall utilize the design-bid-build method of project procurement, competitive bidding procedures, and will comply with all California Public Works contracting requirements.
- AltaSea must require its contractor to indemnify the Harbor Department and name the Harbor Department as an additional insured.
- AltaSea must obtain payment and performance bonds for the Warehouse 58 improvements prior to construction.

AltaSea must obtain the appropriate Harbor Department Permits, such as a Harbor Engineer's Permit for the work.

Transmittal 1 provides additional details for all of the sections of the Agreement being amended. Staff recommends the Board approve the Fourth Amendment to keep AltaSea in good standing and address the necessary changes needed to assist AltaSea in meeting their project development schedule and goals.

**ENVIRONMENTAL ASSESSMENT:**

The Fourth Amendment to Lease No. 904A for revisions to development milestones, amendment and updates to scope of work and scheduling, and changes to monetary commitments between AltaSea and the Harbor Department, is an administrative activity. Any revisions to the scope of work compared to what was assessed in the FEIR for other project elements are subject to separate environmental review and are not included as part of the current approval. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

**FINANCIAL IMPACT:**

Approval of the proposed amendment will: (i) revise various scopes of work and schedules; and (ii) reflect changes in AltaSea's and the Harbor Department's monetary commitments. While many provisions of the proposed amendment are administrative in nature, certain provisions do have monetary implications. The proposed monetary changes do not result in an increase of the Harbor Department's \$36.6 million funding commitment to the AltaSea project, but instead move funding in the amount of \$6 million from the Berth 57 Warehouse project to the Berth 58 Warehouse project and in doing so advances this spending by approximately three to five years.

DATE: NOVEMBER 3, 2021

PAGE 4 OF 4

SUBJECT: FOURTH AMENDMENT TO LEASE NO. 904A WITH ALTASEA

**CITY ATTORNEY:**

The Office of the City Attorney has reviewed and approved the proposed Fourth Amendment as to form and legality.

**TRANSMITTAL:**

1. Fourth Amendment

FIS Approval: MB  
CA Approval: SO

*Michael J. Galvin*  
MICHAEL J. GALVIN  
Director of Waterfront & Commercial Real Estate

*Michael DiBernardo*  
MICHAEL DIBERNARDO  
Deputy Executive Director

APPROVED:

*Marla Bleavins* For

EUGENE D. SEROKA  
Executive Director

ES:AG:MG:HP:MS  
Author: Meagan Sestich  
BL911raw AltaSea 4<sup>th</sup> Amend

FOURTH AMENDMENT TO LEASE NO. 904A  
BETWEEN THE CITY OF LOS ANGELES AND  
ALTASEA AT THE PORT OF LOS ANGELES

THIS FOURTH AMENDMENT to Lease No. 904A ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and ALTASEA AT THE PORT OF LOS ANGELES ("Tenant").

The Agreement is hereby amended a fourth time as follows:

1. Section 3.2.1.3(c). Section 3.2.1.3(c) is deleted in its entirety and replaced with the following provision:

“(c) Parcels B57 and B61B

“(c) Parcels B57 and B61B: Tenant shall accept Parcels B57 and B61B no later than December 31, 2022. The following shall be required prior to acceptance:

- i. City and Tenant shall agree on a final scope of work for the Parcel B57 Wharf Improvements set forth in Section 3.3.5.2(a) with a not to exceed amount of \$9.62 million for total construction and soft costs which shall not include seismic improvements to the sea wall. Buildings constructed or existing within Parcel B57 require independent structural support to meet seismic and other structural requirements which shall be the Tenant’s responsibility; and”
- ii. City and Tenant shall agree on a final completion schedule for Parcel B57 after the final project scope is defined and a final scope of environmental assessment is determined by City.”

2. Section 3.3.4.3. Section 3.3.4.3 hereby is deleted in its entirety and replaced with the following provision:

“3.3.4.3        Parcels B57.5, B58, B59, B60, B61A

(a) Scope

- i. Warehouses 58, 59 and 60 - Develop leasable space for subtenants who qualify to occupy the warehouses at Berths 58 through 60 as set forth under Section 4.1, Permitted Uses. Improvement of up to 120,000 square feet of the existing 180,000 square feet shall be required to meet code requirements for the expected subtenants including but not limited to: New electrical service, electrical rooms and distribution, Upgraded interior and exterior lighting, New cold water system, New



fire alarm system, Provisions for trailer hook-up within the sheds for office use, Modular restroom facilities, Modular ramp and stair systems for ADA access to each subtenant space, Modular storefront, Modular trailers, Chain link walls between subtenant spaces, New guardrails along loading dock, Signage and environmental graphics displays, Parking, Exterior seating, New landscaping.

- ii. Public Promenade - Tenant shall provide Public Promenade improvements in compliance with the San Pedro Waterfront Design Guidelines for the entire north to south length of Parcels B58, B59, B60 and B61A, including integration into Parcels B57 and B57.5, and if applicable Parcels B70 and B71.
- iii. Wharf Improvements – Tenant shall repair the existing concrete-pile supported concrete and asphalt wharf on approximately 1,500 linear feet of the existing concrete wharf at Berth 57.5 through Berth 60. Tenant shall repair and upgrade the existing in-water piles, the concrete and asphalt deck and the fender piles. Tenant shall repave approximately 56,100 square feet of degraded asphalt on the wharf deck. Tenant may construct a maximum of three crane installation locations including upgraded structural piles within the existing wharf from Berths 58 through 60.
- iv. Parcel 57.5 Improvements – Tenant shall grind and repave approximately 40,000 square feet of asphalt at Parcel B57.5 in the area between Parcels B58 and B57. Tenant may determine the feasibility of using solar panels to construct a shaded area on Parcel B57.5 for classroom activities and special events. Tenant’s feasibility study for use of solar panels at Parcel B57.5 shall include Environmental Review under Section 3.2.5. If solar panels are not feasible on Parcel B57.5, Tenant shall not be required to complete any additional improvements other than as set forth in this Section 3.3.4.3(a)(iv).
- v. Parcel 57.5 Temporary Improvements - Tenant may use or sublease portions of Parcel B57.5 in accordance with Section 13.4.1(c), subject to Environmental Review under Section 3.2.5, for operations and installation of modular containers to conduct and oversee research activity. The foregoing use shall be permitted on Parcel B57.5 for up to five (5) years from effective date of this Fourth Amendment or until six (6) months following completion of all Tenant Improvements for Parcel B57, whichever is earlier.

(b) Schedule – Tenant shall complete improvements to the Berth and Warehouse on Parcels B58 or B60 no later than December 31, 2022. Tenant shall complete any remaining Improvements set forth in Section 3.3.4.3 (a) i-iv no later

than December 31, 2023. City and Tenant will meet and confer in good faith upon City receiving a written notice from Tenant no later than 6 months following the effective date of the 2nd Amendment to this Agreement requesting a meeting to evaluate remediation-related scope of work and whether time extensions under Section 3.2.6 are required for Tenant to complete the Improvements set forth in this Section 3.3.4.3.

(c) Required Minimum Investment – Tenant shall invest no less than 80% of the estimated project cost of \$35 million in Parcels B57.5, B58, B59, B60.”

3. Section 3.3.4.4(a)(ii). Section 3.3.4.4(a)(ii) is deleted in its entirety and replaced with the following provision:

“(ii) Redevelop the 46,500 square foot transit shed Warehouse 57, including upgrades necessary to meet City of Los Angeles Building Code requirements, including but not limited to, seismic, electrical, and fire life safety system standards for the Permitted Uses established in Section 4.1 of the Agreement. City shall be responsible for the wharf and/or sea wall improvements to the extent required in Section 3.2.1.3(c)(i) and Section 3.3.5.2(a). Tenant shall install renewable energy systems, including to the extent feasible, solar roof panels.

4. Section 3.3.4.4(b). Section 3.3.4.4(b) is deleted in its entirety and replaced with the following provision:

“(b) Schedule – Tenant shall complete construction of improvements described in Section 3.3.4.4(a) within five (5) years from the award of City’s Improvements bid package for the construction contract for the Berth 57 wharf improvements set forth in Section 3.3.5.2(a).”

5. Section 3.3.5.2(a). Section 3.3.5.2(a) is deleted in its entirety and replaced with the following provision:

“(a) Berth 57 Wharf Improvements – City shall expend up to Nine Million Six Hundred Twenty Thousand Dollars (\$9,620,000) in construction and soft costs for wharf and/or sea wall improvements which scope of work shall not include seismic improvements to the existing sea wall. The Parties shall agree to a final scope of work as a condition of acceptance set forth in Section 3.2.1.3(c)(i).”

6. Section 3.3.5.2(b). Section 3.3.5.2(b) is deleted in its entirety.

7. Section 3.3.6.2. The title of “Section 3.3.6.2 Parcel B57. Berth 57 Wharf and Signal Street Improvements” is hereby deleted in its entirety and replaced with the following provision:

“3.3.6.2. Parcel B57. Berth 57 Wharf Improvements.”

8. Section 7.6. Section 7.6 is deleted in its entirety and replaced with the following provision:

**“7.6 Cost of Construction.** All construction by Tenant pursuant to this Section 7 shall be at Tenant’s sole cost and expense except as set forth in Section 7.6.1 of this Agreement. Tenant shall keep the Demised Premises, including the improvements constructed, and the Premises arising from Tenant’s rights, free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto.”

9. Section 7.6.1. Section 7.6.1 is added as follows:

“7.6.1 City Monetary Contribution for Tenant’s Improvements at Berth 58 Warehouse.

(a) Monetary Contribution:

- i. Following Tenant’s compliance with the requirements set forth in Sections 7.6.1(b) and (c), City shall commit Six Million Dollars (\$6,000,000) as set forth in Section 7.6.1(d), to partially fund the Berth 58 Warehouse Improvements listed in Section 3.3.4.3(a), not including, however, 1) any expenditures to complete the solar energy project on the Premises or 2) for payments toward any aspects of the Berth 58 Warehouse Improvements for which Tenant could request reimbursement from City for remediation of environmentally regulated material under Section 3.3.5.1 of the Agreement;
- ii. City’s monetary contribution to the Warehouse 58 Improvements shall not be included in the calculation of Rent Credits under Section 5.8.

(b) Conditions Precedent to City Monetary Contribution – Tenant Improvements and Subleasing: Tenant shall provide evidence to the City, acceptable to the Executive Director, for the following components as a condition precedent to the City committing its funds as set forth in Section 7.6.1(d):

- i. Tenant shall use commercially reasonable efforts to cause its subtenant to complete the solar energy project on the Premises at Parcels B58 through B60 and Parcels B60B, B72A and B72B capable of generating approximately 2 Megawatts of power by December 31, 2022. The

Executive Director may grant Tenant an extension of up to one year if at least 90-days prior to December 31, 2022 Tenant provides a written request for an extension and evidence of Tenant's commercially reasonable efforts to complete the solar energy project;

- ii. Tenant shall provide evidence to City that the \$500,000 proceeds from the solar project sublease with Signal Street Operating, LLC is invested in the Warehouse 58 Improvements project scope as defined in Section 3.3.4.3.
- iii. Tenant shall provide evidence for the following components of subtenant occupancy at Warehouse 58 (including existing subleases outside of Warehouse 58 that provide Tenant the right to relocate such subtenant(s) to Warehouse 58 and for which Tenant advises City of its intent to relocate such subtenants to Warehouse 58 following construction of the Berth 58 Warehouse Improvements). If the conditions set forth in this Section 7.6.1(b)(iii) are not met prior to Tenant requiring City's monetary contribution to proceed with the Warehouse 58 Improvements, despite Tenant using commercially reasonable efforts to satisfy said conditions, then City and Tenant agree to meet and confer to resolve said conditions in a reasonable manner that will provide City a comparable level of monetary security through existing subleases and would allow Tenant to proceed with the Warehouse 58 Improvements and receive the City's monetary contribution under this Section 7.6.1:
  1. Subleases for space at Warehouse 58 utilize at least 85% of the rentable space;
  2. Subleases for space at Warehouse 58 show an average lease term between 3 and 5 years; and
  3. Subleases for space at Warehouse 58 show a rental revenue threshold of at least 85% of the following five successive year's proforma values of the subleases referenced in Section 7.6.1(b)(iii)(1) starting from the rent commencement date or nine months following Tenant's delivery of sublease premises to sublessee, whichever is earlier: Year 1 = \$904,500; Year 2 = \$931,635; Year 3 = \$959,584; Year 4 = \$988,372; and Year 5 = \$1,018,023.

(c) Conditions Precedent to City Monetary Contribution – Berth 58 Warehouse Construction Contract: Tenant has elected to complete construction of Berth 58 Warehouse Improvements by December 31, 2022 as provided in Section 3.3.4.3(b), provided Tenant will have the option to extend such timeline for up to one (1) year based on Tenant's construction schedule conditioned on Tenant entering a construction contract to commence work no later than April 1, 2022 for the Berth 58 Warehouse Improvements listed in Section 3.3.4.3(a) that is compliant with conditions listed below in this Section 7.6.1(c). Tenant shall provide evidence to the City, acceptable to the Executive Director, for the following construction contracting procedures and contracting obligations for the Berth 58 Warehouse Improvements as set forth in Section 3.3.4.3(a) as a condition precedent to the City committing its funds as set forth in Section 7.6.1(d):

i. Tenant shall undertake the following construction contracting procedures;

1. Utilize the design-bid-build method of construction project procurement;
2. Comply with all California Public Works contracting requirements, including payment of prevailing wages as determined by the State of California, for the Berth 58 Warehouse Improvements;
3. Utilize industry standard competitive bidding procedures, at a minimum as set forth in Exhibit M, Section (A)(7), for the selection of contractors for the construction of the Berth 58 Warehouse Improvements; and
4. Provide the proposed Berth 58 Warehouse Improvements bid(s)/contract(s) documents to City for review prior to advertisement, and after such submittal, City shall have thirty (30) business days to review and submit any requests or objections to Tenant regarding the bid/contract documents, provided however, such review shall not constitute City's approval that the bid/contract's terms are compliant with federal, state or local laws, and City reserves a right of refusal to fund its account under 7.6.1(d)(i)(3) in the event the bid/contract documents are not acceptable to City and are used by Tenant for awarding the Warehouse 58

Improvements project.

- ii. Tenant shall undertake the following contracting obligations;
  1. Include certain terms in the bid/contract documents, including but not limited to, requiring the contractor(s) to indemnify City, name City as an additional insured, require any environmental remediation work to be separate bid items and require the selected contractor(s)' Project Manager(s) to provide City with written monthly progress reports; during the review period set forth in Section 7.6.1(c)(i)(4), City may request additional terms or removal of terms after discussion with and concurrence by Tenant; and
  2. Obtain payment and performance bonds for the Warehouse 58 Improvements project prior to the commencement of construction.

(d) Tenant Funding Structure and City On-Going Payment Obligations:

- i. Tenant Funding Structure;
  1. Tenant shall set aside its funds for the cost of the Warehouse 58 Improvements into an account at a financial institution of its choice, with said funds amounting to no less than the Berth 58 Warehouse Improvements construction contract (hereinafter "Construction Contract") minus \$6 million;
  2. The account established by Tenant shall be designated as solely for the purpose of paying for the Warehouse 58 Improvements; the Parties agree that no withdrawals shall be made from the account for any purpose except to pay the Berth 58 Warehouse Improvements until such contract work is complete;
  3. Tenant shall authorize its selected financial institution to provide City with oversight access to Tenant's account for purposes of monitoring funding levels and payments made for the Berth 58 Warehouse Improvements, including providing City with automatic notifications of any and all

withdrawals from the account; and

4. Upon completion of the Warehouse 58 Improvements and final payments made to the contractor(s), Tenant shall be authorized to remove any remaining funds from its account without further obligation to City.

ii. On-Going Payment Obligations

1. City shall make payments to the Tenant based on the Construction Contract terms and conditions, as follows:
  - a. City shall make proportional progress payments according to the Construction Contract based on the percentage derived from dividing \$6,000,000 by the total Construction Contract amount (example: if the Construction Contract is \$15,000,000, then City's proportional progress payment shall be 40% based on the equation  $\$6,000,000/\$15,000,000 = 40\%$ );
  - b. City shall make progress payments only if Tenant is in compliance with Section 7.6.1(c-d).
2. Prior to making a progress payment to the contractor, City shall receive a written report on project progress from the contractor(s)' Project Manager(s); City reserves the right to monitor and conduct field inspections of the contractor(s)' work for compliance with the Construction Contract(s) terms, and City's payments shall be conditioned upon City's review process. Unless City's review process results in objections from City, City's proportionate share of the progress payments shall be made within thirty (30) days of its receipt of each written report on project progress and a payment application. If City makes any objections then the parties will meet and confer and City will make its proportionate share of the progress payment within thirty (30) days following resolution of City's objections;

10. Section 13.2.2(h). Section 13.2.2(h) is deleted in its entirety and replaced with the following provision:

“(h) Upon City’s written request, Transferee shall execute and deliver a written acceptance of assignment in a form acceptable to City in which Transferee expressly assumes all of Tenant’s obligations under the Agreement.”

11. Section 13.4.1(e). Section 13.4.1(e) is deleted in its entirety and replaced with the following provision:

“(e) Any proposed sublease not covered by Section 13.4.1.(a), (b), (c), (d), or (g) that is in compliance with this Agreement and does not exceed the five (5) year term shall be subject to approval by the Executive Director, which approval shall not be unreasonably withheld.”

12. Section 13.4.1(f). Section 13.4.1(f) is deleted in its entirety and replaced with the following provision:

“(f) Any proposed sublease not covered by Section 13.4.1(a), (b), (c), (d), (e) or (g) that is in compliance with this Agreement and does exceed the five (5) year term shall be subject to approval by the Board, which approval shall not be unreasonably withheld. “

13. Exhibit M is deleted in its entirety and replaced with Exhibit M-1, attached hereto and made a part of the Agreement.

14. Exhibit T is deleted in its entirety and replaced with Exhibit T-1, attached hereto and made a part of the Agreement.

15. City and Tenant agree that (i) Line Item 265 in Section 174 of California State legislation AB 170, amended Section 19.56(e) of the California Budget Act of 2021, is intended to allocate \$6,000,000 to the City of Los Angeles for Tenant’s Center for Innovation, (ii) these funds shall be used by Tenant for construction of the Center for Innovation and are separate and apart from City’s monetary contribution to the Warehouse 58 Improvements set forth in Section 7.6.1 of the Agreement, (iii) the State’s Natural Resources Agency shall control the allocation of said funds, (iv) City shall not be responsible for any transfer of said funds to Tenant unless and until City receives the funds from the Natural Resources Agency, and (v) if and when City receives said funds, City shall in the normal course of business, and following any directives from the State, transfer to Tenant all such funds received, without offset, deduction or other administrative fee or expense.

Except as amended herein, all remaining terms and conditions of Lease No. 904A shall remain in full force and effect.



IN WITNESS THEREOF, the parties hereto have executed this Fourth Amendment to Lease No. 904A on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners


Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

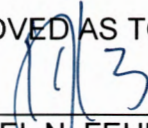
ALTASEA AT THE PORT OF LOS ANGELES

Dated: 10/24, 2021

By:   
TIMOTHY B. MCCOSKER  
Chief Executive Officer

Attest: TIM McCosker  
Chief Executive Officer  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_, 2021  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By   
Heather M. McCloskey, Deputy

## **Exhibit M-1 Tenant Improvements**

Pursuant to Section 7.2.1 of the Agreement, Tenant shall be responsible for providing the following improvements, in compliance with applicable laws, rules and regulations, and the requirements of the Agreement, on the schedule stated herein.

### **A. General Requirements**

1. Compliance with Secretary of Interior Standards: Tenant acknowledges and understands that the Premises are eligible for listing in the California Register of Historical Resources as a Historic District. Further, several Existing City Improvements identified in Exhibit C are also independently eligible for listing in the California Register of Historical Resources. The Tenant acknowledges that Tenant has been provided a copy of the certified Final Environmental Impact Report SCH#2010121013 completed for the Project (FEIR) and the Final Port of Los Angeles Municipal Pier No. 1 Historic Resources Evaluation Report, prepared by ESA for the Port of Los Angeles dated February 2011.

As specifically discussed in FEIR Section 3.4 Cultural resources, all Tenant Improvements shall conform to the Secretary's Standards for buildings eligible for listing on the California Register of Historical Resources or the National Register of Historic Places and undergo plan review by a qualified consulting architectural historian. The Tenant at its sole cost shall retain a qualified consulting architectural historian to review all Tenant plans and specifications for compliance with the Secretary's Standards.

2. Compliance with Harbor Department Development Policies: Tenant acknowledges and understands that the Harbor Department has established several policies related to development activities as listed in Exhibits K, K-A and K-B, and generally outlined in the FEIR. Tenant shall comply with such Harbor Department policies, as applicable to the development of Tenant Improvements.
3. Public Promenade Design Approval Process: The public promenade shall be designed consistent with the Harbor Department's LA Waterfront Design Standards. Tenant shall submit public promenade design plans and specifications to the Harbor Engineer for review and approval prior to holding any public promenade design workshops as required by Section (A)(4) of this Exhibit M. Tenant shall respond to and modify the public promenade design plans and specifications as appropriate in response to any comments received during the public promenade design workshops. Tenant shall re-submit the public promenade design plans and specifications to the Harbor Engineer for final review and approval.
4. Public Promenade Design Workshops: Tenant shall hold public workshops regarding the public promenade design, once the design is initially approved by the Harbor Department as being consistent with Harbor Department LA Waterfront Design Standards.
5. Public Art: Tenant at its sole cost and expense shall comply with City requirements related to public art for Tenant Improvements.

6. Below Grade Work Coordination: Tenant understands and acknowledges that some of the transit shed warehouse redevelopment construction activities necessary for use as marine research facilities may require below grade work. Tenant shall be responsible for such below grade work at its sole cost and expense (“Tenant’s Below Grade Work”), provided that City shall be responsible for Environmentally Regulated Material remediation to the extent required in Exhibit L. With prior written notice to City, Tenant may coordinate with City pursuant to Section 3.12 of the Agreement to incorporate some or all of Tenant’s Below Grade Work into City’s wharf and ground improvement construction contracts. City and Tenant agree and acknowledge that such an arrangement would require a separate development agreement which, among other terms, must include a provision for Tenant to reimburse City for all costs incurred by City to incorporate Tenant’s Below Grade Work.
  
7. Competitive Bidding/Proposals for Tenant Improvements Receiving Rent Credits. For Tenant Improvements which will receive Rent Credits pursuant to Section 5.8 of the Agreement, Tenant recognizes and accepts that the contractor selection procedures specified herein are intended to promote pricing and responsive and responsible proposals in a fair and reasonable manner. As such, the selection of contractors for the construction of Tenant Improvements pursuant to Section 7.2 of the Agreement and for which Rent Credits are provided pursuant to Section 5.8 of the Agreement shall be based upon competitive bids or proposals as follows:

(i) The Tenant shall use reasonable efforts to secure the commitment to bid or propose on the construction of Tenant’s redevelopment of the transit sheds and development of the public promenade on the Demised Premises from a minimum of three (3) bidders or proposers.

(ii) In the event that the Tenant obtains fewer than three (3) bids or proposals, it shall provide the Executive Director with a written description of its efforts to obtain competition and, if Tenant believes that it should proceed to award the bid or proposal with fewer than three (3) bidders or proposers, the justification therefor, including why the Tenant believes the cost of such bid or proposal is reasonable.

(iii) In the event that the Tenant elects not to proceed to award the bid or proposal solely on the basis of price, it shall provide the Executive Director with a written justification of the reasons therefor.

**B. Remediation Reimbursement Process.** The maximum reimbursable remediation expenditures shall be Twelve Million Dollars (\$12,000,000). Tenant shall, at all times, document actual remediation costs associated with parcels and structures that are eligible for remediation reimbursement.

1. Upon Tenant's remediation and completion of construction of Parcels B57.5, B58, B59 B60, B60B, B72A and B72B Tenant Improvements worth a minimum of Thirty Five Million Dollars (\$35,000,000), Tenant shall submit satisfactory proof to City of the expenditures associated with the complete remediation of such parcels and structures as previously approved by the Harbor Department. Tenant shall be reimbursed up to One Million Five Hundred Thousand Dollars (\$1,500,000) (See Section 3.3.6.1(a)(i)) and remaining expenditures exceeding One Million Five Hundred Thousand Dollars (\$1,500,000) will be reimbursed upon substantial completion of Parcel B57.5 Tenant Improvements (See Section 3.3.6.1(a)(ii)).

After substantial completion of Parcels B57.5, B58, B59 and B60 Tenant Improvements and upon submittal of the executed construction contract for Parcel B57 Tenant Improvements, Tenant is eligible for the unreimbursed remediation expenses for Parcels B57.5, B58, B59 B60, B60B, B72A and B72B, not to exceed Three Million Dollars (\$3,000,000) (See Sections 3.3.6.1(a)(iii) and (iv). The maximum payable amount by the Harbor Department for remediation at Parcels B57.5, B58, B59 B60, B60B, B72A and B72B is Six Million Dollars (\$6,000,000) (See Section 3.3.5.1).

2. Upon Tenant's remediation, and completion of construction at Parcel B57 Tenant Improvements worth a minimum of Thirty-Five Million Dollars (\$35,000,000), Tenant shall submit satisfactory proof to City of the expenditures associated with the complete remediation of such parcels and structures as previously approved by the Harbor Department. Upon Tenant's remediation and completion of construction at Parcels B56A and B56B Tenant Improvements worth a minimum of Fifty Million Three Hundred Thousand Dollars (\$50,300,000), Tenant shall submit satisfactory proof to City of the expenditures associated with the complete remediation of such parcels as previously approved by the Harbor Department (See Sections 3.3.6.2(c) and 3.3.6.3(c)).

Tenant reimbursement for remediation under this Section B(2) shall not exceed Six Million Dollars (\$6,000,000) (See Sections 3.3.5.2 and 3.3.5.3).

Tenant shall request reimbursement and submit appropriate supporting documents to include proof of all expenses paid for remediation annually as an addendum to the annual report required for Non-Monetary Compensation described in Exhibit F for review. The City through the authority of the Executive Director may require, and Tenant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under the Agreement. Upon approval, Tenant shall submit an invoice for the total amount in quadruplicate to lease administrator. Such invoice shall be signed by the Tenant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
(Tenant's Signature)

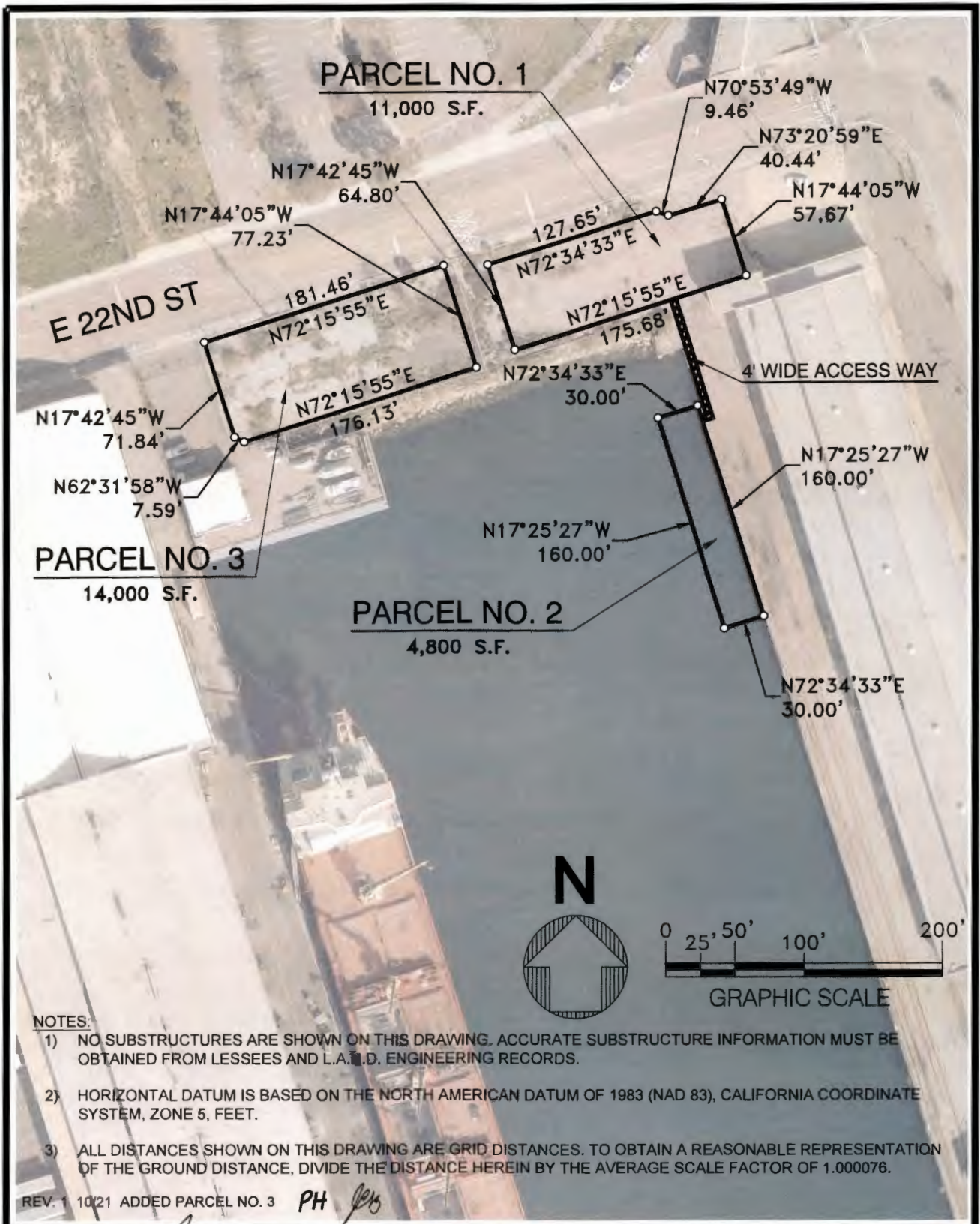
Tenant must include on the face of each invoice its Business Tax Registration Certificate number, as required in Article 16.20 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or their designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business the same may be approved, audited and paid.

- C. **Rent Credits.** The provisions applicable to rent credit amounts, effective dates, applicability, expiration and submission request requirements are detailed in Section 5.8 of this Agreement.

Listed below are the eligible improvements for rent credits for Parcels B58, B59, B60 and B61A.

1. Site Work
  - Demo railroad track
  - Earthwork, clear and grub
  - Asphalt/Concrete Paving
2. Site Concrete
  - Concrete
  - ADA ramp infill and foundation
  - Curb work
  - Deck infill
  - Equipment pads
3. Site Utilities
  - Water
  - Electrical
4. Offsite work including in site A/C Paving, Electric, Utilities, etc.
5. Structural Steel
  - Spines, herringbones, cross beams
  - Handrails/Guardrails
  - ADA Ramps – Steel/concrete infill
  - Seismic reinforcements
  - Cross bracing
  - Supports for storefront openings
  - Framing at entry vestibules
  - Railings
  - Sheet metal
  - Doors and frames
  - Metal Stud Framing
6. Demolition
  - Slab removal
  - Boring for utilities
  - Remove existing lighting and conduit
  - Asphalt removal
  - Overhead door removal
7. Historical building restoration
8. Roof improvements
9. Other improvements that meet the criteria established in Section 5.8 of this Agreement and are not entity/subtenant specific nor installed in a temporary manner:
  - Overhead doors
  - Glass Storefronts
  - Drywall

- Painting
- Signage for address/Location
- Modular restrooms
- Fire sprinklers
- Plumbing
- HVAC
- Electrical – New Service Gear
- Fire Alarm



**NOTES:**

- 1) NO SUBSTRUCTURES ARE SHOWN ON THIS DRAWING. ACCURATE SUBSTRUCTURE INFORMATION MUST BE OBTAINED FROM LESSEES AND L.A.P.D. ENGINEERING RECORDS.
- 2) HORIZONTAL DATUM IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), CALIFORNIA COORDINATE SYSTEM, ZONE 5, FEET.
- 3) ALL DISTANCES SHOWN ON THIS DRAWING ARE GRID DISTANCES. TO OBTAIN A REASONABLE REPRESENTATION OF THE GROUND DISTANCE, DIVIDE THE DISTANCE HEREIN BY THE AVERAGE SCALE FACTOR OF 1.000076.

REV. 1 10/21 ADDED PARCEL NO. 3 PH *[Signature]*

SCALE: AS SHOWN	CHIEF OF DESIGN <i>[Signature]</i>	<b>PERMIT MAP - AUTHORITY NO. L904A</b>	
DRAWN: P. HOANG	ASSISTANT CHIEF OF HARBOR ENGINEER <i>[Signature]</i>		
CHECKED: C. BROWN	DESIGNED: P. HOANG	<small>THE PORT OF LOS ANGELES ENGINEERING DIVISION 425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309</small>	
ENGR/ARCH <i>[Signature]</i>	CHIEF HARBOR ENGINEER <i>[Signature]</i> DATE: 9-13-20		

DWG: N:\cad\projects\O.W.\LEASES\Signed Drawings\5-7389 REV.1.dwg USER: bobngp  
 DATE: Oct 14, 2021 9:04am XREFS: BDRY-PIER IMAGES\LS\_8477\_1720a LS\_8477\_1720b  
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