

Harbor Department
Agreement 09-2153
City of Los Angeles

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ANGELES
AND U.S. CUSTOMS AND BORDER PROTECTION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") 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 U.S. Customs and Border Protection ("CBP").

WHEREAS, the United States Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, Port Security Grant Program ("PSGP"), requires a Memorandum of Understanding for those Maritime Transportation Security Act regulated entities participating in layered security practices; and

WHEREAS, the intent of this MOU is to satisfy the requirement of the PSGP and memorialize the understanding between City and CBP with respect to sharing security-related information; and

WHEREAS, City and CBP intend that all information sharing shall be within the limits of, and comply with, all federal, state and local laws and regulations regarding security-related information:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. CONCEPTS AND METHODOLOGY

City and CBP will build, to the extent possible and agreeable, on the existing coordinated and cooperative layered security functions as follows:

- a. Port security related surveys;
- b. Port security planning;
- c. Coordinating participation in security grant programs;
- d. Sharing security-related information, in accordance with federal and state laws and regulations;
- e. Providing redundant and/or backup security-related systems;
- f. Coordinating layered security for the Port of Los Angeles;
- g. Disseminating security-related information, to the extent allowable in accordance with federal and state laws and regulations, in order to enhance local, state and national security.

II. JURISDICTIONAL RESPONSIBILITIES

City shall be responsible for all security related programs and projects within its jurisdiction, including costs incurred therein, unless otherwise specified in grant program project descriptions and/or as may be jointly agreed upon by the parties.

CBP shall be responsible for all security related programs and coordination within its jurisdiction, including costs incurred therein, unless otherwise jointly agreed upon by the parties.

III. TERM AND AMENDMENTS

This MOU shall be effective upon the date of signature by the last signing party.

This MOU shall remain in effect as long as both parties deem appropriate. In the event that this MOU remains in effect after three years from its effective date, it shall be exempt from Los Angeles City Charter Section 373, *Long Term Contracts Approved by City Council*, as an agreement between City and the United States Government.

This MOU may not be amended, waived, or extended, in whole or in part, except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date to the left of their signatures.

Dated: 4/20/04

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

By [Signature]
Executive Director

Attest: [Signature]
Secretary

APPROVED AS TO FORM April 6, 2009
ROCKARD J. DELGADILLO, City Attorney

By [Signature]
(Deputy/Assistant)

Dated: 4-1-09

U.S. CUSTOMS AND BORDER PROTECTION

By [Signature]

Kevin Weeks Director
(Print/type name and title) *Field Operations*

Attest [Signature]

Mitch Clow, Deputy Assistant Director
(Print/type name and title) *Mission Support*