

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LONG BEACH
ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS
AND
THE CITY OF LOS ANGELES
ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS

This Memorandum of Agreement (the "Agreement") is made and entered into on _____, 2014, by and between the City of Long Beach, acting by and through its Board of Harbor Commissioners at its meeting of _____, 2014 ("City") and City of Los Angeles, acting by and through its Board of Harbor Commissioners ("Partner Agency").

1. Recitals

a. The U.S. Department of Homeland Security ("DHS" or "Grantor"), through the Fiduciary Agent for the Central California Area Maritime Security Committee, Marine Exchange of Los Angeles-Long Beach Harbor, provided a grant to the City for the FY 2010 Port Security Grant Program Grant # 2010-PU-T0-K004 (the "Grant"), automated first responder resource (AKA "Blue Force") project (the "Project"), incorporated by this reference.

b. The objective of the Project is to develop, install and deploy an automated first responder resource system for the Los Angeles/Long Beach Port Area. This system will track the response assets of each Partner Agency and integrate them with the Port of Long Beach Joint Command & Control Center, enhancing resource deployment capabilities and strengthening all hazard responses. This capability was identified as an essential element of daily operations by the United States Coast Guard Captain of the Port. This system will provide a tool to:

- i) Enhance daily situational awareness within the Port Area.
- ii) Deploy assets (vehicles and vessels) more effectively during routine operations and an event.
- iii) Support a multi-agency asset common operating picture.

c. The Project will be implemented by the City of Long Beach, Harbor Department, Security Division.

d. Partner Agency and City now wish to enter into this Agreement to further the objectives of the Project by enlisting the participation of Partner Agency in the Project.

2. Partner Agency Responsibilities

a. Partner Agency shall submit to the Director of Security, in written form, a list of the vessels and/or vehicles to be included in the Project, with vessel and/or vehicle identification numbers.

b. Partner Agency shall make available identified vehicles and vessels to City to provide for installation, configuration, and testing of Blue Force equipment.

c. Partner Agency shall utilize the Blue Force equipment to meet the goals of the Project to enhance daily situational awareness within the Port Area; deploy assets more

effectively during routine operations as well as incidents; and support a multi-agency asset common operating picture.

d. Partner Agency shall make the Blue Force equipment available for routine service and maintenance and shall notify the Director of Security if the equipment is in need of repair.

e. Partner Agency shall not remove the asset tags affixed by the City that identify the equipment as a City of Long Beach Harbor Department property.

f. Partner Agency shall make the Blue Force equipment available for inspection and inventory by the City, the Marine Exchange, the Grantor, or other auditors as reasonably requested during the term of this Agreement.

g. Partner Agency shall ensure that the Blue Force tracking equipment is turned on and functioning when operating in the Los Angeles/Long Beach Port Area in order to make available a multi-agency common operational picture.

h. Partner Agency will have the ability to disengage the Blue Force tracking equipment when necessary for specialized operations.

i. If Partner Agency has their own tracking equipment, in order to continue to foster a common operational picture for multi-agency assets, Partner Agency shall make every effort to deploy systems that are interoperable with the City's system.

3. City Responsibilities

a. City shall install and operate the Blue Force tracking system in the Port of Long Beach, Joint Command and Control Center.

b. City shall install fixed Blue Force tracking system equipment in the Partner Agency vessels and vehicles identified by Partner Agency.

c. City shall provide mobile Blue Force tracking system equipment to Partner Agency for deployment in additional vessels and/or vehicles as needed.

d. City shall maintain the equipment by providing routine service and maintenance and repairs to the equipment.

4. Term

The term of this Agreement shall commence on the date of execution of this Agreement by the Executive Director of the Long Beach Harbor Department and end three years thereafter, subject to the termination provisions of this Agreement.

5. Applicable Law

Partner Agency shall comply and cause its contractors to comply with all applicable laws of the United States of America, the State of California and applicable local jurisdictions. In particular, Partner Agency shall comply with the following, which are incorporated herein in their entirety by this reference:

a. Department of Homeland Security FY 2010 Port Security Grant Program (Grant # 2010-PU-T0-K004) Guidance.

6. Termination

Should termination of the agreement be desired before the term established in section 3, Project equipment must be returned to the City within thirty (30) days of termination. This agreement may be terminated:

- a. By mutual agreement, in writing, at any time.
- b. By either party providing sixty (60) days written notice to the representative of the other party named in section 8.
- c. In the event of any conflict or dispute arising out of this MOU which the parties are unable to resolve to the satisfaction of either party, by either party giving written notice to identified representatives in section 8.

7. Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

The representative of the City shall be, unless changed by notice:

Director of Security
Port of Long Beach
1249 Pier F Avenue
Long Beach, CA 90802
(562) 283-7814

The representative of the Partner Agency shall be, unless changed by notice:

Chief Ronald Boyd
425 South Palos Verdes Street
San Pedro, CA 90731
(310) 732-3520

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days.

8. Cost

- a. All Project equipment shall be procured and installed by the City.
- b. All Project equipment maintenance and repairs costs shall be borne by the City.

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

THE CITY LONG BEACH, by its Board of Harbor Commissioners

Dated: _____

By _____
A.J. MORO, PE
Acting Executive Director

Attest _____
Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 2014
CHARLES PARKIN, City Attorney

By _____
DOMINIC HOLZHAUS, Principal Deputy

PARTNER AGENCY

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

Dated: _____

By _____
GARY LEE MOORE, PE
Interim Executive Director

Attest _____
Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 2014
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
JUSTIN HOUTERMAN, Deputy