

**MEMORANDUM OF AGREEMENT
BETWEEN THE LOS ANGELES POLICE DEPARTMENT
AND THE LOS ANGELES HARBOR DEPARTMENT FOR AERIAL
PATROLS AND SPECIALIZED MISSIONS SERVICES**

I. PARTIES

This Memorandum of Agreement (MOA) is made and entered into by and between the Los Angeles Police Department (LAPD) and the Los Angeles Harbor Department, a municipal corporation (“Harbor Department”), acting by and through its Board of Harbor Commissioners, for the benefit of the Los Angeles Port Police (LAPP).

II. PURPOSE

The Harbor Department Port Police require specialized airborne services from LAPD due to port security, and Port Police public safety mission requirements. The Harbor Department requests LAPD to provide police and aerial support on a cash overtime basis, as set forth below.

III. SERVICES TO BE PROVIDED

- A. When requested by the Harbor Department, the LAPD will assist the Port Police by providing aerial patrol services and/or other specialized aerial support using a variety of aircraft types mutually determined by the Port Police and LAPD Air Support Division (ASD). The request shall be initiated by the Port Police through the ASD Watch Commander. The LAPD agrees to provide such aircraft, equipment, and officers, if available, within two (2) hours from receipt of the request. The LAPD reserves the right to decline the request for missions in the event there are weather restrictions, aircraft maintenance issues, staffing shortages, or an unusual occurrence or tactical situation that takes priority over the Harbor Department’s request.
- B. The LAPD will also provide the Port Police with aerial support services in a medium lift twin-engine platform capable of conducting specialized aerial missions. The aircraft will be capable of transporting equipment, Port Police, and LAPD personnel for specified specialized missions and would be used for, but not limited to:
1. Screening vessels in the outer harbor, outside Angels Gate for radiological/nuclear sources potentially entering the Port of Los Angeles;
 2. A command platform to direct Harbor Department Port Police marine vessels (and/or other public safety vessels) to respond to and mitigate identified threat/hazards;
 3. Transporting up to ten (10) public safety personnel and/or dignitaries to tour the port infrastructure when required;
 4. Transporting equipment as required by the Port Police or LAPD;
 5. Providing video downlink images to the Port Police, LAPD and other regional partners while operating in the port complex or over water during disasters, criminal incidents, and/or other emergencies; and,

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6. Supporting Port Police HAZMAT operations during patrol and/or other specialized missions and investigations.

Note: Any such missions may be utilized by way of mutual aid to assist the United States Coast Guard in recovery operations outside of the Port of Los Angeles complex.

- C. For all routine and other specified missions, such as environmental and homeland security flights, the LAPD will provide a properly equipped police aircraft capable of direct communication with Port Police Dispatch, and no less than two (2) qualified officers to operate in the aircraft. The Harbor Department may place a Port Police officer in the aircraft as a “supplemental” Tactical Flight Officer subject to the approval of the on-duty ASD Watch Commander. The LAPD officers will remain under the command of LAPD supervisors at all times.
- D. The Harbor Department and the LAPD agree that associated costs for specialized missions utilizing LAPD aircraft will be agreed upon by both agencies. That is, routine and other specialized missions will be conducted by LAPD officers on an on-duty cash overtime basis, the Los Angeles Police Department will be compensated at a rate consistent with the provisions of the current Memorandum of Understanding (MOU) 24 for Lieutenants and below, including payment for premium paid holidays for each officer deployed and consistent with the Fair Labor Standards Act (FLSA).

IV. TERM OF AGREEMENT

- A. The term of this Agreement shall commence upon execution by all parties hereto and shall continue for three years or until either party withdraws from the MOA.
- B. Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days’ notice in writing. If the Agreement is terminated by either party as provided herein, the Agreement will be null and void as of the date of termination, except that the LAPD may bill, and the Harbor Department shall pay for services rendered prior to the date of termination up to the \$405,000 maximum amount payable under this Agreement.

V. PAYMENTS FOR SERVICES RENDERED

A. Payment Calculation

1. The Harbor Department agrees to reimburse the LAPD for the deployment of police officers on the missions that require cash overtime in accordance with MOU 24 for Lieutenants and below, including premium pay for the MOU-specified holidays for each officer deployed and consistent with the FLSA. The overtime payment will be adjusted in accordance with the MOU in effect at the time the service is provided. The LAPD will provide a summary spreadsheet by deployment period detailing the name, date, number of hours, amount paid to each employee, and other information to assist the Harbor Department in processing reimbursement to the LAPD.

B. Billing Procedure

1. The LAPD will prepare all billings based upon the payment calculation guidelines set forth in this Agreement.
2. The LAPD will submit to the Harbor Department no later than thirty (30) days after the end of the preceding quarter a billing statement listing the total cost in detail. The total cost will include fees for services provided during the billing period. The bill will include adjustments resulting from previous amounts paid including final costs and any credits.
3. The LAPD shall bill the Harbor Department for services rendered under this Agreement. Payments under this Agreement shall not exceed \$405,000. The LAPD reserves the right to renegotiate this Agreement in the event such costs increase as a result of aviation services provided to the Harbor Department. No services will be provided, and no payment will be made after the funds have been exhausted, unless this Agreement is amended in writing to increase the total funding level.
4. The parties recognize that the billings reflect the LAPD's actual costs for the preceding quarter based upon the overtime transactions processed. Accordingly, each billing will contain a line item titled "Adjustment of Actual Prior Costs" to reflect any necessary credit or additional amount owed to reconcile the prior invoices and payments based on more refined actual costs.
5. The Harbor Department shall make a payment on the amount reflected in billing for the previous quarter with the first such payment to be made no later than thirty (30) days from the date of the last billing.

C. Procedure for Disputing Billings

1. The Harbor Department reserves the right to audit, dispute, or challenge any cost contained in the billing. The Harbor Department shall bring any disputed items to the attention of the LAPD within thirty (30) days of the receipt of billing. In the event that the Harbor Department disputes the cost of any item in the billing, it may withhold payment for the amount in dispute and shall pay the balance of the billing according to the routine payment schedule.
2. The Harbor Department shall immediately provide the LAPD's Fiscal Operations Division a written statement listing the item(s) in dispute, the basis for the dispute, and any other information that it deems pertinent to the matter.

D. Resolution of Disputes

1. Attempts to Resolve

In the event of a billing dispute arising out of this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through informal discussions.

2. Payment of Resolved Disputes

The Harbor Department will pay the LAPD, within thirty (30) days any amounts owed pursuant to the resolution of any dispute.

E. Auditing and Review of Financial Accounting

1. Both parties acknowledge that the City of Los Angeles is required to provide proper accounting of its revenues and expenditures. Accordingly, during the term of this Agreement, all books, accounts, and other records of both parties relating to the services provided by the Agreement (whether performed by the City or a third party) will be subject to examination and audit.

VI. INDEMNIFICATION

Pursuant to an action of the City Council (CF 85-1784) on April 17, 1991, it is agreed that the General Fund of the City will indemnify the Harbor Revenue Fund against loss of liability arising from the acts or omissions of the LAPD or their respective employees in the performance of the Agreement excluding, however, claims of losses which are attributable to the tortuous conduct of the Harbor Department or its officers, employees, contractors, licensees, or invitees.

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VII. NOTICES

Official notices under this Agreement must be sent to:

Office of the Mayor
Attn: Chief of Staff City Hall
200 North Spring Street, Room 303, Los Angeles, CA. 90012

Office of the Mayor
Attn: Budget Director City Hall
202 North Spring Street, Room 303, Los Angeles, CA. 90012

President of Los Angeles City Council
200 North Spring Street, Room 465, Los Angeles, CA. 90012

Los Angeles Harbor Department
Attn: Eugene D. Seroka, Executive Director
425 S. Palos Verdes Street, San Pedro, CA. 90731

Los Angeles Police Department
Attn: Michel R. Moore, Chief of Police
100 West First Street, Los Angeles, CA. 90012


Los Angeles Port Police Department
Attn: Thomas Gazsi, Chief of Police
425 South Palos Verdes Street, San Pedro, CA 90731

Los Angeles Police Department
Attn: Annemarie Sauer, Commanding Officer
Fiscal Operations Division
100 West First Street, Los Angeles, CA. 90012

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IN WITNESS WHEREOF, the Los Angeles Harbor Department and Los Angeles Police Department have caused this Memorandum of Agreement to be executed by their duly authorized representatives.

FOR THE LOS ANGELES POLICE DEPARTMENT

By: 
MICHEL R. MOORE
Chief of Police

Date: 1227-18

FOR THE LOS ANGELES HARBOR DEPARTMENT

By: _____
EUGENE D. SEROKA
Executive Director


Date: _____

Attest: _____
AMBER M. KLESGES
Board Secretary

Date: _____

APPROVED AS TO FORM AND LEGALITY

FEBRUARY 22, 2019
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: 
JOHN T. DRISCOLL, Deputy City Attorney