

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE CITY OF LONG BEACH HARBOR DEPARTMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners ("POLA"), and the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners ("POLB"), located at 925 Harbor Plaza, Long Beach, California 90802.

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 MOA is to satisfy the requirement of the PSGP and memorialize the understanding between POLA and POLB with respect to sharing security-related information; and

WHEREAS, POLA and POLB 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:

1. POLA and POLB may, from time to time, share and exchange with each other security-related information regarding identified potential security threats to the extent said security threats may relate to or impact the harbor districts of the Port of Los Angeles and the Port of Long Beach and the operations that take place therein.
2. POLA and POLB may, from time to time, collaborate on layered security functions within the harbor districts of the Port of Los Angeles and the Port of Long Beach, as follows:
 - a. Participate in joint security assessments;
 - b. Participate in joint security planning;
 - c. Participate in security grant programs, including where appropriate, submitting joint grant applications;
 - d. Provide redundant and/or backup security-related systems;
 - e. Coordinate the layered security efforts between POLA and POLB.
3. The parties acknowledge that by entering into this MOA, neither party assumes any law enforcement or intelligence gathering responsibilities or obligations on

behalf of the other party, and each party undertakes to cooperate in a reasonable manner for the security-related efforts within the scope of their own operations and as described herein.

4. POLA and POLB agree that any information provided to the other party shall be done so only within the terms of this MOA and in accordance and compliance with any and all federal, state or local laws or regulations regarding the release or sharing of security-related information.
5. POLA and POLB agree to keep all information provided pursuant to this MOA strictly confidential, including any confidential, proprietary or non-public information, including sensitive security information (as defined by 49 CFR Part 1520). The parties agree to discuss in good faith whether it is necessary or desirable to disclose any particular information, and if so, to whom.
6. In the event that either POLA or POLB receives a request from a third party for information provided to them pursuant to this MOA, said party shall afford the other party an opportunity to seek an appropriate protective order. However, in the absence of a protective order and the party is, in the opinion of its counsel, compelled to disclose the information under threat of liability or violation of federal or state law, or contempt or other censure or penalty, disclosure of such information may be made by such party.
7. (a) Except to the extent arising from the negligence or willful misconduct of POLA, POLB shall at all times indemnify, protect, defend, and hold harmless POLA and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the POLA, its boards, officers, agents, and/or employees by reason of any damage to property, injury to persons, or any action that may arise out of the performance under this MOA by POLA that is caused by any negligent or wrongful act or omission of POLB, its boards, officers, agents, or employees; provided that (1) if the City contributes to a loss, POLB's indemnification of the POLA for the POLA's share of the loss shall be limited to One Million Dollars (\$1,000,000), and (2) notwithstanding the limitation in (1), each party shall remain responsible for one hundred percent (100%) of any loss attributable to it,.
- (b) Except to the extent arising from the negligence or willful misconduct of POLB, POLA shall at all times indemnify, protect, defend, and hold harmless POLB and any and all of its affiliates, shareholders, boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the POLB, its affiliates, shareholders, boards, officers, agents, and/or employees by reason of any damage to property, injury to persons, or any

action that may arise out of the performance under this MOA by POLB that is caused by any negligent or wrongful act or omission of City, its affiliates, shareholders, boards, officers, agents, or employees; provided that (1) if the POLB contributes to a loss, POLA's indemnification of the POLB for the POLB's share of the loss shall be limited to One Million Dollars (\$1,000,000), and (2) notwithstanding the limitation in (1), each party shall remain responsible for one hundred percent (100%) of any loss attributable to it.

8. In all cases where written notice may be given under this MOA, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid, or by email. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, the lead personnel to whom all communications and information provided pursuant to this MOA shall be directed are as follows:

For POLA:

Ronald J. Boyd
Chief of Police
Los Angeles Harbor Department
P.O. Box 151
San Pedro, California 90733-0151
Tel: 310-732-3500
rboyd@portla.org

For POLB:

Randy D. Parsons
Director of Security
Long Beach Harbor Department
925 Harbor Plaza
Long Beach, California 90802
Tel: 562-283-7814
randy.parsons@polb.com

9. This MOA shall continue in full force and effect until it is terminated or cancelled by either party in accordance with the terms of the MOA.
10. Either party shall have the right to terminate and cancel all or any part of this MOA upon giving the other party ten (10) days' advance, written notice of its intent to terminate or cancel this MOA.
11. This MOA shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this MOA shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.
12. This document constitutes the entire agreement between the parties to this MOA with respect to the subject matter set forth and supersedes any and all prior MOAs or Agreements on this subject matter between the parties, either oral or written. This MOA may not be amended, waived, or extended, in whole or in part, except in writing signed and approved by both parties.

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

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

Dated: _____

By _____
Gary Lee Moore, P.E.
Interim Executive Director

Attest: _____
Board Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 2013
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By  _____
Heather M. McCloskey, Deputy

THE CITY OF LONG BEACH, by its
Board of Harbor Commissioners

Dated: _____

By _____
Al Moro
Acting Executive Director

APPROVED AS TO FORM

_____, 2013
Charles Parkin, City Attorney

By _____
Dominic Holzhaus, Principal Deputy