

AGREEMENT NO.

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOS ANGELES HARBOR DEPARTMENT  
AND THE CITY OF LOS ANGELES POLICE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the City of Los Angeles Harbor Department, acting by and through its Board of Harbor Commissioners (Harbor), and the City of Los Angeles Police Department, 100 West First Street, Room 842, Los Angeles, California 90012 (LAPD).

WHEREAS, the U.S. Department of Homeland Security (DHS) provided funding to the Los Angeles/Long Beach port region through Fiscal Year 2008 Federal Port Security Grant Program (PSGP) in the amount of \$38,156,658; and

WHEREAS, LAPD submitted Investment Justifications (IJ) requesting funds under the Fiscal Year 2008 PSGP for three projects, which were approved by DHS in a total amount of \$312,000; and

WHEREAS, the U.S. Coast Guard requested Harbor to act as Fiduciary Agent for the distribution of grant funds to the PSGP grantees, including LAPD; and

WHEREAS, Harbor and LAPD will enter into a separate MOU for the purpose of Harbor acting as the Fiduciary Agent for distribution of the grant funds to LAPD; and

WHEREAS, pursuant to the DHS IJs, LAPD is obligated to pay a cost share in the amount of 25% of the \$312,000 for the three projects, which cost share totals \$78,000; and

WHEREAS, Harbor hereby agrees to reimburse LAPD's costs incurred pursuant to the cost share arrangements under the IJs, and LAPD agrees to accept these funds, in accordance with the terms of this MOU;

NOW, THEREFORE, the parties mutually agree as follows:

1. Harbor agrees to transmit funds to LAPD in an amount not to exceed SEVENTY EIGHT THOUSAND DOLLARS (\$78,000) to pay for LAPD's cost share amount for the following PSGP projects:

IJ No. 29: Dive Unit Side Scanning Sonar System	\$12,500.00
IJ No. 36: Command Center Equipment	\$13,750.00
IJ No. 37: Dive Team and Control Vessel	\$51,750.00

2. LAPD agrees that the equipment purchased pursuant to the PSGP grant awards shall be utilized solely for the benefit of the City of Los Angeles Tidelands Trust. Specifically, the equipment purchased pursuant to the Dive Unit Side Scanning Sonar System Project and the Dive Team and Control Vessel shall be utilized by LAPD for the operational life of the equipment within the San Pedro Bay Port Complex in conjunction with LAPD's participation in the Port Dive Operations Group. The equipment purchased pursuant to the Command Center Equipment Project shall be installed and remain for the operational life of the equipment at the LAPD Harbor Division Command Center.
3. In the event that LAPD does not purchase all of the equipment authorized pursuant to the PSGP projects listed herein, LAPD shall remit back to Harbor any corresponding cost share amount paid by Harbor to LAPD but not expended. LAPD shall provide invoices to Harbor as verification that the equipment has been purchased pursuant to the PSGP grant awards.
4. Each party shall at all times indemnify, protect, defend, and hold harmless the other party, its boards, officers, agents, and/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 one party, 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 of the MOU that is caused by any act, omission, or negligence of the other party, its boards, officers, agents, employees, or subconsultants.
5. In all cases where notice is to be given under this MOU, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Harbor Department shall be addressed to the Director of Homeland Security and Support Services, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to LAPD shall be addressed to the Police Administrator at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.
6. This document constitutes the entire agreement between the parties with respect to the subject matter set forth. This MOU may not be amended, waived, or extended, in whole or in part, except in writing signed by both parties.

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

THE CITY OF LOS ANGELES POLICE DEPARTMENT

By:   
CHARLIE BECK  
Chief of Police

Date: May 23, 2011

APPROVED AS TO FORM  
CARMEN A. TRUTANICH, City Attorney

By:   
STEVEN H. HONG, Deputy

Date: 5/24/11

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

By: \_\_\_\_\_  
Executive Director

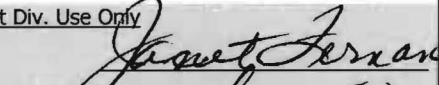
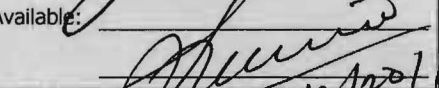
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM  
CARMEN A. TRUTANICH, City Attorney

By:   
Deputy/Assistant City Attorney

Date: 6/3/11

Accounts	57090	W.O.#	08287
		Job Fac.#	636-00
Ctr/Div#	0412		
Proj/Prog#	640		
	Budget	Amount:	
	FY:		
	10-11	\$78,000.00	
	TOTAL	\$78,000.00	
For Acct/Budget Div. Use Only			
Verified by:	<u></u>		
Verified Funds Available:	_____		
Date Approved:	<u></u> 6/2/2011		