

32886

AGREEMENT NO. 12-3077

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

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 the CITY OF LONG BEACH, a municipal corporation, 333 W. Ocean Boulevard, Long Beach, CA, 90802 ("Agency").

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, the projects to be funded with this money were selected by the Area Maritime Security Committee under the leadership of the U.S. Coast Guard Section Los Angeles/Long Beach; and

WHEREAS, City was requested by the U.S. Coast Guard and agreed to act as Fiduciary Agent for the distribution of these funds; and

WHEREAS, Agency submitted an Investment Justification (IJ) requesting funds under Fiscal Year 2008 of the PSGP, which was approved by DHS; and

WHEREAS, City will monitor the progress of funds and submit documentation to the Federal Emergency Management Agency (FEMA) for reimbursement; and

WHEREAS, City agrees to reimburse Agency's costs incurred under the IJ according to Cooperative Agreement No. 2008-GB-T8-K014 and in accordance with the terms of this MOU;

NOW, THEREFORE, the parties mutually agree as follows:

1. City agrees to reimburse Agency, in accordance with the terms of this MOU, for Fireboat Support Skiffs/Tenders, Training and Exercises, Nex-Gen Fireboat Communications, HazMat Unit Vehicle, Critical Incident Processing System, Emergency Response Vessels and Related Support Equipment, Law Enforcement Maritime Training and Exercises, Vehicle License Plate Recognition System, Emergency and Tactical Response Equipment, Two Patrol Boat Trailers, Air Support Night Goggles, and Mobile Emergency Operations Center detailed in the IJ for a total amount not to exceed Four Million Six Hundred Twenty Two Thousand Two Hundred Sixty Seven Dollars (\$4,622,267).
2. Agency shall submit to the Harbor Department's Director of Homeland Security all invoices for expenditures incurred relating to the IJ approved by DHS for which reimbursement has not been paid by FEMA. The invoices shall be signed by an

authorized personnel, submitted in quadruplicate and contain the following certification:

"I certify under penalty of perjury, under the laws of the State of California, the above invoice is correct according to the terms of Agreement No. _____ and Cooperative Agreement No. 2008-GB-T8-K014 and payment has not been received."

(Signature of Authorized Personnel)

3. Upon receiving the invoices, the Harbor Department's Director of Homeland Security or his designee shall be authorized to review Agency's request(s) for reimbursement, and shall have the authority to request additional information or clarification from Agency personnel whose response to such request(s) shall not be unreasonably withheld.
4. After receiving and reviewing Agency's invoices, City shall submit a request for reimbursement from FEMA in accordance with Cooperative Agreement No. 2008-GB-T8-K014. It is understood between the parties that Agency shall be entitled to reimbursement only after approval of the request by FEMA and subsequent reimbursement of the funds from FEMA to city. Upon receipt of reimbursement from FEMA, City shall use its best efforts to reimburse Agency within 30 days.
5. In entering into this MOU, the parties agree that City shall not be under any obligation to reimburse Agency for any expenditure made by Agency that has not been pre-approved by FEMA or that are made after City has notified Agency in writing that Cooperative Agreement No. 2008-GB-T8-K014 is cancelled or otherwise no longer in effect.
6. It is understood by the parties that Agency is responsible for the 25 percent cost share as outlined in the Cooperative Agreement No. 2008-GB-T8-K014. Agency shall provide invoices to City as verification that the cost share obligation has been met.
7. 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 Agreement that is caused by any act, omission, or negligence of the other party, its boards, officers, agents, employees, or subconsultants.
8. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by the Harbor Department's Executive Director upon authorization of the Board. Agency is aware the City Council, pursuant to

Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

9. It is understood between the parties this MOU shall remain in effect in accordance with the terms of Cooperative Agreement No. 2008-GB-T8-K014 and shall terminate upon 1) Agency receiving reimbursement of monies in accordance with the terms of this MOU or 2) termination of the Cooperative Agreement No. 2008-GB-T8-K014, whichever event occurs last.
10. This MOU shall be governed by and construed in accordance with the laws of the State of California. The parties agree all actions or proceedings arising in connection with this MOU 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.
11. 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 Agency shall be addressed to the City Manager at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.
12. This document constitutes the entire agreement between the parties with respect to the subject matter set forth and supersedes any and all prior agreements or contracts on this subject matter between the parties, either oral or written. 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 execute this MOU on the date of their signatures.

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

Dated: 6/28/12

By Molly Campbell
Executive Director

Attest: Kerlu G. Trudvult
Secretary

APPROVED AS TO FORM AND LEGALITY

June 21, 2012
CARMEN A. TRUTANICH
Los Angeles City Attorney

By [Signature]
Deputy/Assistant

Account#21980	W.O.#08287
Ctr/Div#7000	Job Fac.#636-00
Proj/Prog# 640 000	
CD	
Budget FY: Amount:	
12-13	\$4,622,267
TOTAL	\$4,622,267

For Acct/Budget Div. Use Only

Verified by: [Signature]

Verified Funds Available: _____

Date Approved: [Signature]

THE CITY OF LONG BEACH, a municipal corporation

Dated: 9.27.11

By [Signature] Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

September 13, 2011
Robert E. Shannon, City Attorney

By [Signature]
Deputy