

MEMORANDUM OF AGREEMENT

FOR VESSEL TRAFFIC MANAGEMENT IN THE

LOS ANGELES-LONG BEACH APPROACHES & HARBORS

Introduction:

The Coast Guard, the State of California, the Port of Los Angeles, the Port of Long Beach, Jacobsen Pilot Service, Los Angeles Pilot Service and the Marine Exchange are central stakeholders in the process of overseeing safe and efficient maritime operations in the approaches to, and within the Los Angeles-Long Beach Harbors. With the establishment and operation of the Vessel Traffic Information Service in 1994 for waters outside the federal breakwall, each organization has demonstrated the ability to cooperatively work together to foster safe mobility.

Parties:

The following agencies and organizations are parties, each committed to – and each essential to the accomplishment of – safe and efficient vessel traffic management in the approaches to, and within the Los Angeles-Long Beach Harbors:

U. S. Coast Guard
State of California
Port of Los Angeles
Port of Long Beach
Los Angeles Pilots
Jacobsen Pilot Service
The Marine Exchange

Objectives:

The Parties hereby enter into this Agreement in pursuit of the following Objectives:

1. To provide seamless vessel traffic management for the approaches to, and within the Los Angeles and Long Beach Harbors. "Seamless vessel traffic management" includes, but is not limited to, monitoring vessel traffic, and providing mariners with timely, relevant and accurate navigational information during their transit through covered waters.
2. To provide the underlying framework to enable development of common procedures and information sharing practices between the parties in order to achieve the goal of seamless vessel traffic management.

Authority:

Each Party certifies that it holds the authority to enter into this Agreement regarding, and to participate in furtherance of the stated Objectives in, a cooperative arrangement providing for safe and efficient navigation and maritime operations within the covered waters.

Responsibilities:

The Parties each agree to utilize their best efforts to accomplish the following tasks in support of the Objectives:

1. Develop and regularly review and revise an Operations Manual containing standard operating procedures for seamless vessel traffic management. This Manual will provide specific guidance to each party regarding operating procedures, use of equipment and sharing of information.
2. Develop and regularly review and revise a Users Manual for Vessel Traffic System (VTS) participants.
3. As necessary, negotiate appropriate participation in the vessel traffic management process with external entities whose expertise, in-kind services and/or funding may be needed or useful to implement specific work plans.
4. Ensure that the Los Angeles-Long Beach Harbor Safety Committee remains fully apprised of this effort.

Conditions of Agreement:

1. Nothing in this Agreement is intended to conflict with current law or regulation of the United States, or the State of California and its subordinate Municipalities and Port Districts, nor with organizational policy or directive of, or applicable to, any of the Parties. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
2. A modification to the terms and objectives of this Agreement may be proposed at any time by any of the signatories, and may be effectuated through a written amendment signed by all Parties, and will be effective with or without notice to external persons or entities.
3. Any Party may nominate an external entity for inclusion as a Party to this Agreement, and any such Party may be added through a written amendment to this Agreement signed by all the Parties including the added Party, and any such added Party shall be subject to the same benefits and responsibilities under this Agreement as applies to the original Parties.
4. A signatory may terminate its participation at any time upon 30 days written notice to each of the other Parties. If a Party withdraws, the remaining Parties will review this Agreement and the Operations and Users Manuals developed pursuant to this Agreement, with a view toward determining, developing and promulgating any needed changes.
5. Nothing in this agreement constitutes an obligation of any funds on the part of any of the Parties in advance of an appropriation therefor.
6. No rights, duties, obligations, or liabilities enforceable at law are created by this Agreement. No action based on this Agreement may be brought against the United States, the State of California, any subordinate Municipality or Port District of the State of California, the Marine Exchange, the Jacobsen Pilot Service, or any of the other public or private Parties to this Agreement. This Agreement does not alter, modify, abridge, or in any way affect the rights, duties, obligations, or liabilities of any person under the laws of the United States or the State of California.
7. The terms of this Agreement shall become effective immediately upon signature by all Parties.
8. The terms of this Agreement, as modified with the written consent of all Parties, will remain in effect until terminated by mutual agreement of a majority of the remaining Parties at the time of such termination.

FOR THE COAST GUARD:

bw Wright Date:

Captain George Wright
U. S. Coast Guard
Captain of the Port

FOR THE STATE OF CALIFORNIA:

Gary K. Gregory Date: 6/1/00

Mr. Gary K. Gregory
Administrator
CDF&G/OSPR

FOR THE PORT OF LOS ANGELES:

Larry A. Keller Date:

Larry A. Keller
Executive Director
Port of Los Angeles

FOR THE PORT OF LONG BEACH:

Richard D. Steinke Date: 5-31-00

Richard D. Steinke
Executive Director
Port of Long Beach

ORIGINAL

**FOR THE LOS ANGELES PILOT SERVICE:
SERVICE:**

James M. Morgan Date:

Captain James M. Morgan
Manager
Los Angeles Pilot Service

FOR THE JACOBSEN PILOT

Dick J. Jacobsen Date:

Captain Dick J. Jacobsen
Chief Executive Officer
Jacobsen Pilot Service

FOR THE MARINE EXCHANGE

Mauny Aschenmeyer Date: 6/1/00

Captain Mauny Aschenmeyer
Executive Director
Marine Exchange of LA/LB Harbors

