

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND  
THE LOS ANGELES POLICE DEPARTMENT  
REGARDING THE REGIONAL MARITIME LAW ENFORCEMENT  
TRAINING CENTER**

**I. PARTIES**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Los Angeles Harbor Department (Harbor Department), acting by and through its Board of Harbor Commissioners and the Los Angeles Police Department (LAPD), collectively referred to herein as "the Parties."

**II. PURPOSE**

2.1 The City of Los Angeles (City) has a vital interest in protecting its residents and the state's waterways and ports. The Regional Maritime Law Enforcement Training Center (RMLETC) is located at the Port of Los Angeles. In entering into this MOU, the Parties are committed to being partners in developing training strategies for the protection of America's waterways and ports, providing access to a law enforcement marine training facility, and providing law enforcement training opportunities for federal, state, local, rural, tribal, territorial and other law enforcement agencies.

2.2 This MOU is intended to establish the relationship and responsibilities between the LAPD and the Harbor Department at the RMLETC. The MOU prioritizes the attendance of the LAPD law enforcement personnel at any of the classes offered at the RMLETC when timely requested in exchange for the LAPD providing CERTIFIED INSTRUCTORS to the RMLETC. The RMLETC sergeant agrees to manage and prioritize all additional partnering agencies' attendance that occurs outside of the RMLETC class scheduling process.

2.3 The Harbor Department has an agreement with the state of California's Department of Parks and Recreation that provides for the attendance of law enforcement personnel at the RMLETC (e.g, cost reimbursement, supplies, and equipment as outlined in section IV).

### **III. DEFINITIONS**

3.1 **CERTIFIED INSTRUCTOR:** A staff member from the Harbor Department, the LAPD, or a PARTNER AGENCY who has successfully completed the required RMLETC, California Commission on Peace Officer Standards and Training, Federal Law Enforcement Training Center and instructor training course curriculum necessary to qualify as an RMLETC Instructor. Instructor certification is assessed on a course-by-course basis and conferred by the RMLETC Commanding Officer or his or her designee.

3.2 **CORE CURRICULUM:** Those courses taught by CERTIFIED INSTRUCTORS that make up the main body of RMLETC course offerings. These courses now include: Basic Maritime Officer's Course, Advanced Maritime Officer's Course, and the Boating Accident Investigation Course.

3.3 **PARTNER AGENCY:** A governmental agency that has executed an MOU with the City for use of and participation with the RMLETC.

### **IV. AGREEMENT**

4.1 The Harbor Department will be responsible for the operation and maintenance of the RMLETC, including the following:

- A. The operation and maintenance of the RMLETC facilities;
- B. Creating and setting class schedules;
- C. Providing and maintaining the vessels used;
- D. Providing fuel for all the vessels used; and,

E. Providing classroom facilities, training materials, and equipment.

4.2 The LAPD will be responsible for the following:

A. The LAPD will provide an executed copy of Authorization, Agreement, and Certification of Training for every CERTIFIED INSTRUCTOR and student/class participant assigned to the RMLETC. (Attached as Exhibit "A").

B. Ensuring its CERTIFIED INSTRUCTORS perform the following class preparation duties when responsible for instruction of any course: coordinate student attendance records and classroom schedules; process administrative forms such as rosters, waivers, and evaluation forms; set up classrooms including charts, manuals and instructional aids; reserve off-site instructional sites such as pools and meal facilities; and, prepare vessels and vehicles used for training.

C. Ensuring its CERTIFIED INSTRUCTORS perform the following classroom duties when responsible for instruction of any course: conduct a daily review of the previous day's instruction; coordinate the taking and collecting of photographic and other media related to the class in support of the RMLETC marketing plan; coordinate and confirm the availability and participation of Harbor Department support staff as part of the course curriculum or as officer safety monitors; prepare and distribute certificates upon course completion; and conduct a daily class debrief.

D. Ensuring its CERTIFIED INSTRUCTORS perform the following post-class duties when responsible for instruction of any course: participate in a formal class debrief with all instructors and the RMLETC Sergeant; clean the classroom and return it to its original condition; organize and compile all student class work for analysis and permanent record keeping; and assist in the cleaning and post-trip maintenance inspections of the vessels and vehicles utilized during the training course.

E. Ensuring that all instructors assigned to the RMLETC are CERTIFIED INSTRUCTORS, and will only teach those classes for which they are certified and will teach on an as-needed basis.

## **V. ADDITIONAL TERMS**

5.1 EFFECTIVE DATE AND TERM: Subject to the provisions of the Los Angeles City Charter Section 245, the effective date of this Agreement shall be the date of its execution by the Executive Director upon authorization of the City's Board of Harbor Commissioners. The term of this MOU shall be three (3) years commencing from the date of its execution.

5.2 TERMINATION: Either Party may terminate this MOU for any reason by providing a written notice of its intent to terminate no later than sixty (60) days before the date of termination.

5.3 INDEMNIFICATION: Each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this agreement. In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this agreement.

5.4 ENTIRE AGREEMENT: This MOU represents the entire agreement of the Parties, and merges and supersedes any prior written or oral representations, discussions, understandings or agreements by or between the Parties relating to the subject matter of this MOU.

5.5 MODIFICATION: No addition to or modification of any term or provision of this MOU will be effective unless set forth in writing and signed by an authorized representative of each of the Parties. Though other courses may be added in the future, the Parties agree that the addition or deletion of a course to or from the CORE CURRICULUM shall not require modification of the MOU.

5.6 AUTHORITY: Each Party represents and warrants that it has the right, power, and authority to execute this MOU. Each Party represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities, necessary to permit it, and the persons executing this MOU, to enter into this MOU.

5.7 THIRD PARTIES: This MOU shall not be construed to bind any Party in any manner with respect to any person or entity that is not a Party to this MOU, or a successor or assign of a Party.

5.8 NOTICES: Any notice or report required or permitted to be given under this MOU shall be in writing and shall be deemed to be given when served personally, or on the third day after mailing if mailed in the United States mail, postage prepaid, addressed to the address for each Party set forth below:

City of Los Angeles Harbor Department  
425 S. Palos Verdes Street  
P.O. Box 151  
San Pedro, CA 90731  
Attention: Thomas E. Gazsi, Chief of Police

Los Angeles Police Department  
100 W. 1st Street  
Los Angeles, CA 90012  
Attention: Michel R. Moore, Chief of Police

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

**THE CITY OF LOS ANGELES, BY ITS  
BOARD OF HARBOR COMMISSIONERS**

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

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

Attest: \_\_\_\_\_  
AMBER KLESGES  
Board Secretary

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

**APPROVED AS TO FORM AND LEGALITY**

August 3, 2023  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

By: Justin Houterman  
JUSTIN HOUTERMAN, Deputy

Date: 8/3/23

**LOS ANGELES POLICE DEPARTMENT**

By: Michel R. Moore  
MICHEL R. MOORE  
Chief of Police

Date: 3.28.23

MARITIME LAW ENFORCEMENT TRAINING CENTER (MLETC)  
**PARTICIPANT WARNING, ASSUMPTION OF RISK,  
 RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**



Participants Full Name	Driver's License Number
Address	In Case of Emergency Notify (Name, Phone No. and Address)
Phone Number	

**Acknowledgment and Assumption of Risks:** I do hereby affirm and acknowledge that I fully understand the inherent hazards and risks associated with participating in marine and aquatic activities including but not limited to boating, swimming, and diving, as well as the hazards and risks associated with law enforcement training and activities in a marine environment. I also understand that this Maritime Officers Training Course will be physically arduous and will involve risks that may expose me to severe injury, loss of life or property, Despite the arduous nature and the hazards and risks associated with the training course, I wish to proceed and I freely accept and expressly assume all risk, dangers, and hazards, including the possibility of personal injury, death, property damage or loss that may arise from my participation in this training course. I also declare that I have no physical, medical, or mental restrictions that would limit or prohibit my participation in the course.

**Release, Waiver and Indemnification:** In consideration of being allowed to engage in activities on City of Los Angeles ("City") property and participate in activities of and/or at the Maritime Law Enforcement Training Center, including but not limited to the use of any premises, facilities, vehicles, vessels or equipment, I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me which may arise from or related to premises, facilities, vehicles, vessels, equipment, or activities of and/or at the Maritime Law Enforcement Training Center, actions or inactions of personnel of the City, MLETC instructors, or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue, and I for myself and my heirs, executors, administrators or assigns hereby release, waive discharge and relinquish action or causes or action, aforesaid, which may hereafter arise for myself and for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, or assigns prosecute, present any claim for personal injury, property damage or wrongful death against the City of Los Angeles or any of its officers, agents, servants or employees, as well as MLETC instructors (hereinafter "**INDEMNIFIED PARTIES**") for any of said cause of action, wherever the same shall arise by the negligence of any said persons, or otherwise.

**IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE INDEMNIFIED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.**

I, for myself and for my heirs, executors, administrators or assigns agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the **INDEMNIFIED PARTIES**, I shall indemnify and hold harmless the same **INDEMNIFIED PARTIES** from any and all claims or causes of action by whomever or whatever made or presented for personal injuries, property damage or wrongful death.

No oral representations, statements or inducement apart from this written agreement have been made.

I acknowledge that I have read the foregoing paragraphs, and have been fully and completely advised of the potential dangers incidental to participating in activities of and/or at the Maritime Law Enforcement Training Center, and I am fully aware of the legal consequences of signing the within instrument and voluntarily do so.

**Participant** Print Full Legal Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Agency and Title \_\_\_\_\_



**AUTHORIZATION, AGREEMENT AND CERTIFICATION OF TRAINING  
MARITIME LAW ENFORCEMENT TRAINING CENTER**

**Section A – TRAINEE INFORMATION**

1. Applicant's Name:

Last: \_\_\_\_\_

First & MI: \_\_\_\_\_

2. Agency Badge Number: \_\_\_\_\_

3. Date of Birth (mm-dd-yyyy): \_\_\_\_\_

4. Work/Agency Address (Number, Street, City, State ZIP Code):

\_\_\_\_\_

\_\_\_\_\_

5. Work/Agency Telephone (Include Area Code): \_\_\_\_\_

6. Position Level (Check one):

a. Non-Supervisory \_\_\_\_\_

b. Manager \_\_\_\_\_

c. Supervisory \_\_\_\_\_

d. Executive \_\_\_\_\_

7. Organization Mailing Address (Branch-Division/Office/Bureau/Agency):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Work Email Address: \_\_\_\_\_

9. Position Title: \_\_\_\_\_

10. Does applicant need special accommodation? (Check one):

Yes \_\_\_\_\_

No \_\_\_\_\_

If yes, please describe below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



### Section B – TRAINING COURSE DATA

1. Location of Training Site:

Maritime Law Enforcement Training Center (MLETC)  
300 E. Water Street, Wilmington, CA 90744  
(855) MLETCA-LA / (855) 653-8252  
[LAMLETC@portla.org](mailto:LAMLETC@portla.org)

2a. Course Title: \_\_\_\_\_

2b. Course Number Code: \_\_\_\_\_

3. Training Start Date (mm-dd-yyyy): \_\_\_\_\_

4. Training End Date (mm-dd-yyyy): \_\_\_\_\_

5. Training Duty Hours: \_\_\_\_\_

**The following sections establish that the sworn law enforcement personnel attending the training are on duty and present at the training at the direction of their employer. This authorization establishes that Partner Agency's Workers Compensation Insurance covers the employee while attending the training stated herein.**

### Section C – APPROVALS

1a. Immediate Supervisor – Name and title: \_\_\_\_\_

1b. Area Code / Telephone Number: \_\_\_\_\_

1c. Email Address: \_\_\_\_\_

1d. Signature: \_\_\_\_\_

1e. Date: \_\_\_\_\_

### Section D – APPROVALS / CONCURRENCE

This section must be executed by the Authorizing Official: the attendee's supervisor with the authority to assign the attendee to the MLETC for training on behalf of attendee's agency.

1a. Authorizing Official – Name and Title: \_\_\_\_\_

1b. Area Code / Telephone: \_\_\_\_\_

1c. Email Address: \_\_\_\_\_

1d. Signature: \_\_\_\_\_

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

1e. Date: \_\_\_\_\_



**Section E – CERTIFICATION OF TRAINING COMPLETION AND EVALUATION**

1a. Authorizing Official – Name and Title: \_\_\_\_\_

1b. Area Code / Telephone: \_\_\_\_\_

1c. Email Address: \_\_\_\_\_

1d. Signature: \_\_\_\_\_

1e. Date: \_\_\_\_\_