

**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, defend, and hold harmless the other party, and the officers, employees, and agents of the other, from and against any claims, liabilities, costs, or losses of any kind that rise from, or are alleged to arise from the Party's actions under or the performance of this MOU, except for any such loss, damage, injury, or death to the extent caused by the active negligence or other wrongful conduct of the other Party.

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

_____, 2020
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
JUSTIN HOUTERMAN, Deputy City Attorney

Date: _____

LOS ANGELES POLICE DEPARTMENT

By:  _____
MICHEL R. MOORE
Chief of Police

Date: 4-7-20