

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

**THE UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL INSTITUTION TERMINAL ISLAND, CA**

AND

LOS ANGELES PORT POLICE

For Mutual Emergency Assistance

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, 18 U.S.C. § 4001(b)(2) and 18 U.S.C. §§ 4042(a)(2), (3), this Inter-Governmental Agreement, "IGA" or "Agreement", is entered into between the United States Department of Justice ("DOJ"), Federal Bureau of Prisons ("BOP"), Federal Correctional Institution, Terminal Island, San Pedro, California ("FCI Terminal Island") and the Los Angeles Port Police, San Pedro, California ("LAPP"). The parties hereby agree as follows:

I. PURPOSE/SCOPE

- A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff.
- B. As further described herein, all emergency assistance to be provided by each party shall be immediate, short-term, and limited to operations that each party's staff are authorized to provide and for which they are trained and have expertise.
- C. This Agreement supersedes any prior agreement between the parties on this same subject.
- D. This Agreement shall not affect any pre-existing, independent relationship or obligation between the parties on any other subject, or with any third party or parties.

II. FCI TERMINAL ISLAND ASSISTANCE TO LAPP:

- A. Under current BOP authority and upon request from the LAPP, the BOP Regional Director may direct the Warden or his/her designee to provide:
1. BOP staff to act ONLY:
 - a) as advisors for technical assistance, e.g., consultants for hostage situations or pandemic control measures (18 U.S.C. § 4042(a)(4)); OR
 - b) to search for escaped state/local prisoners ONLY on BOP property (18 U.S.C. §§ 4042(a)(1), (2)).
 2. Transportation and/or temporary housing ONLY:
 - a) if state prisoners are sentenced prisoners, AND
 - b) if a "state boarder agreement" exists requiring full reimbursement to BOP by the state (18 U.S.C. § 5003).
 3. Volunteer inmate work details for community service projects (18 U.S.C. § 3622(b); 28 C.F.R. § 551.60).
 4. Emergency preparedness training and joint training exercises pursuant to the Intergovernmental Personnel Program (42 U.S.C. § 4742).
- B. DOJ may direct BOP to provide:
1. Any/all assistance listed above in section A.
 2. BOP staff to act in any capacity for which they are trained and have expertise, including medical support, and if approved by the Deputy Attorney General, a BOP Crisis Management Team, who are trained to provide support to staff and their family during and after a critical incident; a Disturbance Control Team ("DCT") who are trained to disperse crowds, move participants, and gain and maintain control of a crisis situation; a Special Operations Response Team ("SORT"); and a Crisis Negotiation Team ("CNT").

3. Detention/Perimeter Security. Due to limited arrest authority, BOP staff may not take sole custody of LAPP's prisoners or perform perimeter security duties at a LAPP facility but may perform other non-contact duties to free LAPP staff to perform these duties.
4. Transportation. BOP vehicles and drivers may transport LAPP prisoners, including pre-trial prisoners.
 - a. Ordinarily, LAPP staff shall be present to maintain custody/supervision of LAPP prisoners being transported.
 - b. BOP staff may take sole custody of LAPP prisoners being transported ONLY if state law allows BOP staff to be deputized.
5. Supplies and equipment, including blankets, food, water, clothing, medical supplies, and temporary use of large or specialized equipment.
 - a. Clothing with BOP insignia may not be loaned to or worn by non-BOP employees.
 - b. Large or specialized equipment and vehicles shall be operated by BOP staff or by LAPP staff ONLY if LAPP officials have indicated its staff is competent to use the equipment.
6. Weapons, ammunition, and chemical agents.
 - a. BOP staff may not use weapons, ammunition or chemical agents to assist LAPP without obtaining approval of the Deputy Attorney General.
 - b. In extraordinary circumstances, however, if the Director of the BOP concludes that waiting to obtain approval of the Deputy Attorney General would result in death or serious bodily injury to LAPP staff or inmate hostages, BOP staff may employ weapons, ammunitions, or chemical agents to assist LAPP.
 - c. All use of force by BOP staff must be consistent

with DOJ/BOP policy.

7. Use of BOP facilities, including temporary housing for LAPP prisoners, including pre-trial prisoners. As soon as possible, operational details for housing LAPP prisoners beyond the resolution of the initial emergency shall be documented in a separate agreement.

III. LAPP ASSISTANCE TO FCI Terminal Island

- A. Upon request from the Warden or his/her designee, LAPP may provide assistance to FCI Terminal Island staff responding to disturbances, escapes, or any other natural or man-made emergency affecting the safety, security, and good order of FCI Terminal Island. Operational details for specific assistance shall be determined at the time of the emergency.
- B. Outer perimeter security
- C. Under no circumstances will LAPP staff:
 1. Have command authority on site; or
 2. Bring any type of weapon into the secure perimeter of FCI Terminal Island.

IV. FINANCIAL PROVISIONS

- A. In accordance with each party's financial management policy at the time of the emergency, and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and/or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.
- B. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

V. GENERAL PROVISIONS

A. PERIOD OF AGREEMENT/TERMINATION

1. This Agreement shall become effective upon the date of the last signature of authorized officials of both parties, as designated below, and shall remain in effect for FIVE (5) years unless terminated sooner by mutual consent of both parties or by either party upon thirty (30) days advanced written notice to the other party.
2. This Agreement shall remain in effect during the term in office of any successive leadership of either party unless terminated or modified.

B. MODIFICATION PROCEDURES. Either party may propose to modify this Agreement at any time. All proposed changes, deletions, modifications, or additions to this Agreement shall be in writing and shall become effective only upon written concurrence of the authorized representative of both parties. No oral understanding or agreement shall be binding on any of the parties hereto.

C. SEVERABILITY. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. LIABILITY AND INDEMNIFICATION

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law, including immunity provided in 42 U.S.C. § 5148 for Stafford Act assistance rendered by the BOP. Neither party agrees to insure, defend, or indemnify the other party.
2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.

- E. DISPUTE RESOLUTION. In the event of a dispute between the parties, over the performance or alleged non-performance or breach of this Agreement, the parties will endeavor to use their best efforts to resolve that dispute informally through consultation and communication, or other forms of non-binding alternative dispute resolution ("ADR") mutually acceptable to both parties.
- F. THIRD PARTY CLAIMS. This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities.
- G. CONTACT INFORMATION: Each party shall provide to the other party and update as necessary, a list of contact persons authorized to act as liaison with the other party. The list shall include names, position titles, telephone numbers, and mailing/e-mail addresses, and be updated as necessary to reflect personnel changes.

Contacts:

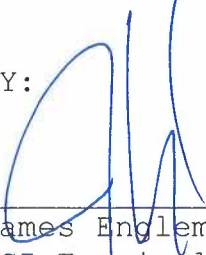
FCI Terminal Island Control Center (310) 831-8961

LAPP Communications Center: (310) 732-3500

In Witness Whereof, the undersigned, duly-authorized officers hereby subscribe their names on behalf of the Federal Bureau of Prisons, Federal Correctional Institution Terminal Island, California and the Los Angeles Port Police, Los Angeles, California.

**DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS**

BY:



James Engleman, Warden
FCI Terminal Island
1299 Seaside Ave
San Pedro, CA 90731



Date

BY:

Teresa Kennon, Chief
Field Acquisition Office
346 Marine Forces Drive
Grand Prairie, TX 75051

Date

LOS ANGELES PORT POLICE

BY:

Eugene D. Seroka
Los Angeles Port Police
330 S. Centre St.
San Pedro, CA 90731

Date

APPROVED AS TO FORM AND LEGALITY


April 20 2023

HYDEE FELDSTEIN SOTO, City Attorney

By 
Sanet Kaskanen Deputy City Attorney

Sanet Kaskanen Deputy City Attorney