

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LOS ANGELES HARBOR DEPARTMENT AND
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

This Memorandum of Understanding (MOU) is entered into by and between the City of Los Angeles Department of Recreation and Parks ("RAP") and the City of Los Angeles Harbor Department ("LAHD"), acting by and through its Board of Harbor Commissioners ("Board") for the benefit of the Los Angeles Port Police (LAPP).

WHEREAS, RAP is a tenant of the Port of Los Angeles at Cabrillo Beach and RAP Park Rangers cooperate with LAPP in fulfilling their respective public safety, law enforcement, and emergency management missions; and

WHEREAS, interoperable radio communication is essential to share critical information and affect command and control when conducting these missions; and

WHEREAS, the parties desire to enable continued interoperable radio communications between RAP Park Rangers and the LAHD Port Police through coordination and information sharing with regard to radio communication and system technical information needed to maintain radio communications plans; and

WHEREAS, the intent of this MOU is to memorialize the understanding between the RAP and the LAHD regarding the information exchange necessary to facilitate continued interoperable radio communications;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. GENERAL RESPONSIBILITIES

A. SHARED RADIO CHANNELS OR TALK GROUPS

The RAP and the LAPP hereby grant permission to each other to use radio channels or talk groups for which they are the controlling authority. Use is subject to the controls and limitations as set forth by the agency that is the controlling authority. This agency will delineate terms and conditions for use of these radio channels or talk groups. Agency's inter-operable radio channels or talk groups information shall be entered in a Communications Resource Availability Worksheet (ICS Form 217A) and shared with each other. The following stipulations apply to this agreement:

- 1) Use of radio channels or talk groups shall be limited solely to communications with units or dispatchers.
- 2) These channels or talk groups will only be used during emergency response and preplanned joint operations.
- 3) Use shall not interfere with controlling authority agency's communications.

- 4) Use shall be immediately terminated upon request by the controlling authority in the event that agency's operations warrant this request.
- 5) Each agency shall provide dispatching services (i.e. traffic stops, license plate checks, officer-initiated activities) for their personnel and shall not utilize other agency's radio channels or talk groups to coordinate inter-departmental activities without the approval of the on duty agency's communication supervisor.
- 6) Radio communication shall utilize "Plain English" terms and refrain from utilizing specific codes unique to the agency.
- 7) Each agency affirms that if they lose a radio with the other agency's frequency programmed on it that they will immediately transmit the enable/disable "kill" signal to that radio.

B. EXCHANGE OF TECHNICAL INFORMATION RELATED TO MAINTENANCE OF RADIO COMMUNICATIONS PLANS

RAP and LAPP agree to notify each other of radio communication system technical changes on a continual basis whenever changes are made. This will allow reprogramming of equipment and modification of radio channel plans as necessary. Information passed between the agencies shall include updated information on frequencies, channel numbers, and channel names.

Both agencies agree to provide contact information for designated point of contact, and to update this information as necessary.

II. CONFIDENTIALITY AND MISUSE

Radio channel use shall be governed by current laws and respective policies and procedures. Should any party to this agreement become aware of, or suspect, misuse of the radio channels, information generated from it, or violation of legal mandates or policy, they will promptly report this information to the agency employing the involved individual. Each agency will be responsible for investigating any acts of its own employees and shall cooperate and cause their employees to cooperate with an investigation conducted by the other agency into its own employees.

- (a) Information transmitted over Port Police radios including that from the Department of Motor Vehicles (DMV) provides information through a computer interchange to the Department of Justice's (DOJ) statewide California Law Enforcement Telecommunications System (CLETS).
- (b) All personnel including sworn and communications staff of either agency shall have successfully completed FBI and State fingerprint-based background investigations prior to access to Port Police radio transmissions.

(c) All personnel including sworn and communications staff of either agency shall train and recertify biennially on the CLETS policies and regulations, at which time they each sign the required CLETS Employee/Volunteer Statement Form prior to access to Port Police radio transmissions.

(d) Each agency shall have the necessary Originating Agency Identifier (ORI) issued by the California Department of Justice to access confidential law enforcement databases.

III. DURATION AND NOTIFICATIONS

- a. Effective Date, Term and Withdrawal: The effective date of this MOU shall be the date of its execution by the LAHD Executive Director upon authorization of the Board and shall continue until either party withdraws from this MOU.

Either party may withdraw from this MOU by providing 30-days written notice to the other party.

- b. Notification: For the purposes described herein, unless otherwise provided for in this MOU or by notice in writing from the respective parties, all communications and information provided pursuant to this MOU shall be directed to the following lead personnel:

For LAPP:

For RAP:

Chief of Port Police
330 South Centre Street
San Pedro, CA 90731

General Manager
Dept. of Recreation and Parks
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

Tel: (310) 732-3520
Fax: (310) 547-2736

IV. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the

Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

V. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

VI. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

VII. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

VIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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(Signature page follows)

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

FOR THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

By: 
Michael Shull, General Manager
Dept. of Recreation and Parks

Date: 8/1/18

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: 
Deputy/Assistant City Attorney

Date: 8/21/18

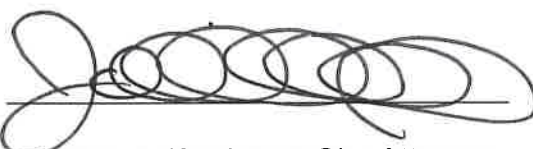
FOR THE CITY OF LOS ANGELES HARBOR DEPARTMENT, by its Board of Harbor Commissioners

By: _____
EUGENE D. SEROKA
Executive Director

Date: _____

Attest: _____
AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: 
Deputy/Assistant City Attorney

Date: 10.12.2018