

**MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF LOS ANGELES HARBOR DEPARTMENT AND
THE LOS ANGELES POLICE DEPARTMENT**

I. PARTIES

This Memorandum of Agreement (MOA) is entered into by and between the Los Angeles Police Department (LAPD) and the Los Angeles Harbor Department (Harbor Department), acting by and through its Board of Harbor Commissioners for the benefit of the Los Angeles Port Police (LAPP).

II. PURPOSE

This agreement is intended to enable designated LAPP personnel, who are properly authorized California Law Enforcement Telecommunications System (CLETS) users, access to LAPD Local Area Network (LAN) systems at any LAPD facility or at terminals installed in the LAPP facilities.

III. BACKGROUND

The LAPP personnel use LAPD facilities for their investigations, report filing, the booking of arrestees and evidence. The LAPP personnel require access to the electronic system developed by the Superior Court of California, and the County of Los Angeles system for filing of Electronic Probable Cause Declarations (e-PCD) which is available on the LAPD LAN system. The LAPP and communications staff have all successfully completed the Federal Bureau of Investigation and State fingerprint-based background investigations. Additionally, LAPP train and recertify biannually on the CLETS policies and regulations, and have signed the mandated CLETS Employee/Volunteer Statement Form. The LAPP have the necessary Originating Agency Identifier (ORI) issued by the California Department of Justice (DOJ) to access confidential law enforcement databases. The LAPD and LAPP will mutually benefit from the shared access to additional administrative and investigative resources provided for in the LAPD LAN systems.

IV. GENERAL RESPONSIBILITIES

A. ACCESS TO LAPD COMPUTER SYSTEMS

1) The LAPD and Harbor Department will work cooperatively to set up a virtual terminal that can be accessed from specific computers at either party's station so that LAPP can access both LAPD and LAPP resources from an LAPD or LAPP workstation.

2) The LAPD and Harbor Department will work cooperatively to establish and install the necessary connectivity with support and maintenance provided by the LAPD and Information Technology Agency (ITA).

3) The Harbor Department will be responsible for the purchase of hardware, software, or licenses necessary for system access by LAPP employees.

4) The initial installation of terminals may include, but not be limited to, the following locations with the possibility of further where needed and feasible:

- a) Port Police Dispatch and Communications (4)
- b) Port Police report writing room (2)
- c) Port Police watch command / Field Supervisor room (2)
- d) Port Police investigations room (2)
- e) Port Police mobile command post (1)
- f) Port Police Department Operation Center (1)
- g) LAPD Harbor Area, location TBD (1)
- h) LAPD 77th Street Area, location TBD(1)

5) All LAPP personnel utilizing an LAPD LAN system must be in uniform or have their photo identification visible upon entry into any LAPD facility.

6) All LAPP personnel utilizing an LAPD LAN will abide by the attached LAPD, Information Technology Bureau Notice, dated July 31, 2014, Guidelines for Maintaining User Credential Confidentiality.

B. MAINTENANCE

In the event that the Harbor Department becomes aware that the various systems, described in Section IV. A., require maintenance or repair not within the capability of the Harbor Department Information Technology staff, the Harbor Department shall notify the LAPD by calling the LAPD Information Technology Bureau (ITB). The LAPD shall provide on-site response at the earliest reasonable time given the severity of the service problem and availability of the LAPD, ITA, or contractor personnel.

C. PRIVILEGES

1) The LAPP authorized LAN users will be issued individual log-on identifiers by the LAPD-ITB.

2) The LAPP authorized LAN users will be granted access to those areas of the LAN with capabilities on par with similarly assigned LAPD personnel including, but not limited to, the: California Law Enforcement Telecommunications System (CLETS), Criminal Justice Information System (CJIS), Criminal History System (CHS), Wanted Persons System (WPS), California Restraining and Protective Order System (CARPOS), Supervised Release File (SRF), Missing and Unidentified Persons System (MUPS), Sex and Arson Registration (SAR) Violent Crime Information Network (VCIN), Stolen Vehicle System (SVS), Automated Boat System (ABS), Automated Property System (APS), Automated Firearms System (AFS), Mental Health Firearms Prohibition System (MHFPS), Armed Prohibited Persons System (APPS), Automated Archive System (AAS), Department of Motor Vehicles (DMV), National Crime

Information Center (NCIC), National Law Enforcement Telecommunications System (NLETS), and Oregon Law Enforcement Data System (OLEDS).

3) The LAPP authorized LAN users will be able to access all necessary investigative and booking systems including LAPD Forms, and all Harbor Department resources from any location listed in Section IV.A.(4) of this document.

D. TRAINING

1) The LAPP will continue to manage its own Department DOJ mandated biannual training.

2) The LAPP will maintain records of said DOJ training and mandated signed CLETS Employee/Volunteer Statement Forms.

3) The LAPD will share any training materials related to the LAN system use on the same basis as provided to LAPD personnel.

4) The LAPD will provide training to authorized LAN user LAPP personnel, who in turn will provide ongoing training and updates to other LAPP personnel.

E. CONFIDENTIALITY AND MISUSE

1) All LAPP personnel utilizing a LAPD LAN will abide by the attached Special Order No. 20 dated November 27, 2012, Internet Usage Guidelines – Revised.

2) Only LAPP authorized users will be allowed to view and use the LAN system for legitimate law enforcement purposes and that use shall be governed by current laws and respective Department policies and procedures.

3) Should any party to this agreement become aware of, or suspect misuse of the system information generated from it or violation of legal mandates or policy, they will promptly report this information to the agency employing the involved individual as required by law.

4) 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 as required by law and policy.

F. INDEMNIFICATION

Each party agrees to indemnify and hold the other harmless from all loss and/or liability for damage, actual or alleged to persons or property arising out of and/or resulting from the indemnifying party's acts or omissions in the performance of this agreement.

G. DURATION

1) The effective date of this MOA shall be the date of its execution by the last signing party for one year and automatically renew annually for no more than five years or until either party withdraws from this MOA.

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

H. NOTIFICATION

For the purposes hereof, unless otherwise provided for in this MOA or by notice in writing from the respective parties, all communications and information provided pursuant to this MOA shall be directed to the following lead personnel:

For LAPP:

Chief of Police
425 South Palos Verdes St.
San Pedro, CA 90731

For LAPD:

Chief of Police
100 West First Street,
Los Angeles, CA 90012

And:

Commanding Officer
Operations-South Bureau
7600 South Broadway,
Los Angeles, CA 90003

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(Signature Page to Follow)

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

FOR THE LOS ANGELES POLICE DEPARTMENT

By:  _____ Date: 1-29-21
MICHEL R. MOORE
Chief of Police

FOR THE CITY OF LOS ANGELES HARBOR DEPARTMENT, acting by and through its BOARD OF HARBOR COMMISSIONERS

By: _____ Date: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Board Secretary