

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND
THE SAN DIEGO HARBOR 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, acting by and through its Board of Harbor Commissioners (City), and the San Diego Unified Port District, acting by and through its San Diego Harbor Police Department (SDHP), collectively referred to herein as (the Parties).

II. AUTHORITY

- 2.1 City of Los Angeles Charter, Sections 652 and 657.
- 2.2 San Diego Unified Port District Act Section 55; Board of Port Commission, Policy No. 110 (II.I)

III. PURPOSE

3.1 City and SDHP, two government agencies, share a common goal of protecting the People of the State of California and the state's waterways and ports. The Regional Maritime Law Enforcement Training Center (RMLETC) is located at the Port of Los Angeles (POLA). In entering into this MOU, the Parties are committed to partner to develop training strategies for the protection of America's waterways and ports, provide access to a law enforcement marine training facility, and provide law enforcement training opportunities for Federal, state, local, rural, tribal, territorial, and other law enforcement agencies.

3.2 This MOU is intended to govern the relationship and responsibilities between the City and SDHP at the RMLETC. The MOU prioritizes the attendance of SDHP law enforcement personnel at any of the classes offered at the RMLETC when timely requested in exchange for the SDHP's provision of CERTIFIED INSTRUCTORS to the RMLETC. RMLETC Sergeant agrees to manage and prioritize all additional partnering agencies attendance that occurs outside of the RMLETC class scheduling process.

3.3 City 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. The City

will use its best efforts to provide RMLETC classes to SDHP at no cost, pursuant to that agreement. City does not guarantee free attendance to SDHP.

IV. DEFINITIONS

4.1 **CERTIFIED INSTRUCTOR:** A staff member from the City or a PARTNER AGENCY who has successfully completed the required RMLETC, California Commission on Peace Officer Standards (POST), Federal Law Enforcement Training Center, and/or 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/her designee.

4.2 **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 Boating Accident Investigation. 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.

4.3 **PARTNER AGENCY:** A governmental agency that has executed a MOU with the City for use of and the provision of CERTIFIED INSTRUCTORS to the RMLETC.

V. AGREEMENT

5.1 The City shall be responsible for the following:

- A. The operation and maintenance of the RMLETC
 - 1. The creation and setting of class schedules;
 - 2. Provision and maintenance of the vessels used;
 - 3. Provision of fuel for all of the vessels used;
 - 4. The provision of classroom facilities, training materials, and equipment.
- B. Seek Reimbursement for Tuition Costs for SDHP
 - 1. City will seek the reimbursement of SDHP's costs through their agreement with the state of California.

5.2 SDHP Duties and Responsibilities:

A. Provision of Insurance and Waiver of Liability:

1. SDHP shall supply proof of insurance and an executed POLA/RMLETC Release and Waiver of Liability, and Indemnity Agreement for any personnel assigned as an instructor or as a student/class participant at the RMLETC; (Attached as Exhibit "A")
2. SDHP shall 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 "B")

B. Class Preparation Duties:

1. Coordination of student attendance records and classroom schedules;
2. Processing of administrative forms such as rosters, waivers, and evaluation forms;
3. Classroom set-up including: charts, manuals, and instructional aids;
4. Reservation of off-site instructional sites such as pools and meal facilities;
5. Vessel and vehicle preparation.

C. Duties During Class:

1. Conduct the daily review of the previous day's instruction;
2. Coordinate the taking and collecting of photographic and other media related to the class in support of the RMLETC marketing plan;
3. Coordinate and confirm the availability and participation of City support staff as part of the course curriculum or as officer safety monitors;
4. Prepare and distribute certificates upon course completion;

5. Conduct daily class de-brief.

D. Post-Class Duties:

1. Participate in formal class de-brief with all instructors and RMLETC Sergeant.
2. Clean classroom and return it to its original condition;
3. Organize and compile all student class work for analysis and permanent record-keeping;
4. Assist in the cleaning and post-trip maintenance inspections of the vessels and vehicles utilized during the course.

E. Additional Duties:

1. Provide instructors to the RMLETC.
2. All instructors assigned to the RMLETC must be CERTIFIED INSTRUCTORS;
3. Once certified instructors will only teach those classes for which they are certified on an as-needed basis.

VI. ADDITIONAL TERMS

6.1 EFFECTIVE DATE AND TERM: Subject to the provisions of 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 City's Board of Harbor Commissioners. The term of this MOU shall be three (3) years commencing from the date of its execution.

6.2 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.

6.3 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 arise 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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:

To City: 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

To County: San Diego Harbor Police
3165 Pacific Hwy
San Diego, CA 92101
Attention: Mark G. Stainbrook, Chief of Police

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(Signature page to follow)

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

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

Dated: _____

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER KLESGES
Board Secretary

SAN DIEGO UNIFIED PORT DISTRICT,
BY AND THROUGH ITS
HARBOR POLICE DEPARTMENT

Dated: 11/27/19 _____

By: _____
MARK G. STAINBROOK
Chief of Police

Attest: Kathy L. Fischer
Kathy L. Fischer, Assistant to V.P.
(Print/Type name and title)

APPROVED AS TO FORM AND LEGALITY

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

By: _____
JUSTIN HOUTERMAN, Deputy City Attorney

THOMAS A. RUSSELL
GENERAL COUNSEL

By: _____
Deputy KAM

JH:Its
10/29/19