

MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN  
THE FEDERAL LAW ENFORCEMENT TRAINING CENTERS  
AND  
THE CITY OF LOS ANGELES  
REGARDING THE REGIONAL MARITIME LAW ENFORCEMENT TRAINING CENTER

1. PARTIES. The parties to this agreement are the Federal Law Enforcement Training Centers (FLETC) and the City of Los Angeles, acting by and through its Board of Harbor Commissioners (City). The Regional Maritime Law Enforcement Center is a component of and fully controlled by the City's Harbor Department.
2. AUTHORITY. This Agreement is authorized under the provisions of
  - a. Department of Homeland Security Appropriations Act, 2004, P.L. 108-90, as codified at 6 U.S.C. § 464d;
  - b. Department of Homeland Security Delegation No. 7050; and
  - c. City of Los Angeles Charter, Sections 652 and 657.
3. PURPOSE. The purpose of this MOU is to establish a cooperative relationship between the FLETC and the City's Regional Maritime Law Enforcement Training Center (MLETC), partner to develop training standards and 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.
4. RESPONSIBILITIES. The parties agree to the following:
  - A. The FLETC will:
    1. Serve as coordinator/facilitator for FLETC law enforcement training at the MLETC.
    2. The FLETC will assign to the MLETC a Senior Instructor/Regional Coordinator who will coordinate and manage training for the FLETC at, and with, the MLETC, to include development of course costs, administration of student registration, delivery of law enforcement training, and other requirements as per the FLETC's policies and standard operating procedures. The Senior Instructor/Regional Coordinator shall be a FLETC employee and the FLETC shall be solely responsible for his or her salary, benefits, taxes, travel or other employment-related expenses.
    3. Provide computer equipment for FLETC staff permanently assigned to the MLETC. Equipment will include a laptop computer, docking station, monitor and

necessary peripheral equipment. The FLETC will facilitate access for FLETC staff assigned to the MLETC to access the FLETC network.

4. Utilize MLETC to provide training on the West Coast, including the following:
  - a. Conduct law enforcement training programs at the MLETC for state, local, rural, tribal and territorial agencies.
  - b. Conduct West Coast maritime law enforcement training for Federal agencies at the MLETC as feasible.
  - c. Each year, collaborate with the MLETC to create a schedule of programs to be delivered at the MLETC.
5. Provide training to the MLETC instructor cadre in FLETC law enforcement instructor training programs through the FLETC's Office of State, Local, Rural, Tribal and Territorial Training when determined to be appropriate by the FLETC and if funding permits.
6. Provide subject matter expertise to the MLETC with regard to curriculum development and delivery of maritime law enforcement training programs.
7. Provide subject matter expertise on Marine Simulator Training.
8. Assist the MLETC with assessments to determine the staffing levels, equipment and/or assets required to conduct law enforcement training.
9. Assist the MLETC and California Commission on Peace Officer Standards and Training with establishing California standards for maritime law enforcement training.
10. Partner with the MLETC to develop training standards and strategies for the protection of America's waterways and ports.
11. Provide further consultation and collaboration.
12. The FLETC shall be liable for any and all workers compensation benefits for personnel who are employed by them and are injured in the course and scope of their duties while assigned to the FLETC. Liability for wrongful and negligent acts or omissions of employees of the United States committed within the scope of Federal employment and constituting common law tort in the place where the acts or omissions occur is governed by Federal Torts Claims Act (FTCA), 28 USC 1346(b), 2671-2680.

B. The MLETC will:

1. In return for services provided by the FLETC under this MOU, and/or at no cost to the FLETC, the MLETC agrees to provide adequate office space, inclusive of telephone and internet connectivity, as well as additional administrative space, as needed, to support the Senior Instructor/Regional Coordinator assigned to the MLETC and/or other FLETC staff conducting training at the MLETC. The MLETC will grant access to MLETC space by appropriately authorized FLETC personnel to establish a FLETC network access point.
2. Conduct, in conjunction with the FLETC, maritime law enforcement training for Federal, state, local, rural, tribal and territorial law enforcement officers, including providing instructor cadre qualified through FLETC's instructor training programs as available.
3. Provide classrooms at the MLETC, on a first priority basis, to the FLETC.
4. Provide access to, and use of, MLETC maritime training vessels, as available, and other appropriate resources to facilitate FLETC training as well as for use during law enforcement training program delivery.
5. Each year, collaborate with the FLETC to project an annual schedule of programs to be delivered at the MLETC.
6. Partner with the FLETC on future training initiatives for Federal, state, local, rural, tribal and territorial law enforcement officers.
7. Partner with the FLETC to develop training standards and strategies for the protection of America's waterways and ports.
8. Utilize the FLETC's curriculum as the foundation for the MLETC training.
9. Ensure that all participants in any training that occurs at the MLETC training center sign a waiver form (attached as exhibit A).

5. POINTS OF CONTACT.

FLETC

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Field Training Directorate  
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PORT OF LOS ANGELES

Ronald J. Boyd  
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425 S. Palos Verdes Street  
San Pedro, California 90731  
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[rboyd@portla.org](mailto:rboyd@portla.org)

6. OTHER PROVISIONS. Any specific reimbursements between the parties in support of this MOU will be addressed in a separate reimbursable agreement(s). The parties agree to work together in good faith to determine reimbursable expenses in an ongoing manner. Nothing in the Agreement is intended to conflict with current law or regulation or the directives of the DHS, the FLETC or those relating to the Harbor Department or the MLETC. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. EFFECTIVE DATE. The terms of this agreement will become effective on the date the latter party executes this document.
8. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.
9. TERMINATION. The terms of this MOU will remain in effect until either party provides 60 days written notice to the other party to terminate this MOU, however, this MOU shall, in no event, exceed five years. This MOU will be evaluated annually by the FLETC and the MLETC.

APPROVED BY:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Connie L. Patrick  
Director  
Federal Law Enforcement Training Centers

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Gary Lee Moore  
Interim Executive Director  
City of Los Angeles Harbor Department,  
The Regional Maritime Law Enforcement  
Training Center

\_\_\_\_\_  
(Date)

Attest: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM AND LEGALITY

January 17, 2014

~~MICHAEL N. FEUER, City Attorney~~

By ~~Justin Houterman~~  
JUSTIN HOUTERMAN, Deputy

