

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

This Memorandum of Understanding (MOU) is entered into by and between the City of Los Angeles Police Department (“LAPD”) and the City of Los Angeles Harbor Department (“LAHD”), acting by and through its Board of Harbor Commissioners (“Board”).

WHEREAS, the parties in fulfilling their respective public safety, law enforcement, and emergency management missions frequently conduct coordinated responses and participate in joint operations; 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 the LAPD and the LAHD 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 LAPD 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 LAPD and the Los Angeles Port Police (“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 can be entered in the 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.

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

The LAPD 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.

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 for one year and automatically renew annually for no more than three years or 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 hereof, 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:

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

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

For LAPD:

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

Tel: (213) 486-0400
Fax: (213) 486-0411

IV. INTEGRATION

This MOU 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 MOU 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 MOU and has not executed the MOU 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 MOU 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 MOU 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 MOU, then such part, term, condition or provision shall be deemed not to be a part of this MOU; or (b) if such part, term, condition or provision is material to this MOU, 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 MOU 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 MOU or the intent of the parties in including any particular provision in this MOU.

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. WAIVER


A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

IX. 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.

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 POLICE DEPARTMENT

By: 

CHARLIE BECK
Chief of Police

Date: 9-27-17

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

By: 

EUGENE D. SEROKA
Executive Director

Date: 10-20-17

Attest: _____
AMBER M. KLESGES
Board Secretary

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

By: 

Deputy/Assistant City Attorney
JOHN T. DRISCOLL, DEPUTY

Date: 4 OCTOBER 2017