

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

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

WHEREAS, the intent of this MOA is to memorialize the understanding between the LAPD and the LAPP regarding the information exchange necessary to facilitate both their individual mission sets; and

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, the LAPP is the primary provider of port security, marine policing, police patrol and response within the lands and waters of the Harbor District (Harbor District) as defined by the Port of Los Angeles Tariff; and

WHEREAS, the LAPP has the responsibility to make arrests and conduct investigations in or related to the Harbor District or the interests of the LAHD; and

WHEREAS, the LAPD has concurrent responsibility for conducting criminal investigations in or related to the City of Los Angeles in general; and

WHEREAS, the LAPD is the primary agency responsible for public notifications and alerts; and

WHEREAS, the LAPD and the LAPP maintain separate dispatch and communications centers; and

WHEREAS, the police officers of each agency are statutorily granted statewide authority to act in certain instances; and

WHEREAS, either agency may receive requests for service from the public; and

WHEREAS, both agencies have dispatching responsibilities, and either agency receiving a request for emergency service should immediately dispatch a response unit consistent with existing dispatch protocols and make notification to the primary agency to transfer the call; and

WHEREAS, each agency employees police officers with statutory authority pursuant to California Penal Code section 830.1; and

WHEREAS, the parties have concurrent legal authority for the detection and prosecution of crimes pursuant to the provisions of State law and their respective Los Angeles City Charter (Charter) authorities; and

WHEREAS, Section 570 of the Charter recognizes the general powers of LAPD to enforce the penal provisions of the Charter, City ordinances, and State and Federal law; and

WHEREAS, Section 657 of the Charter recognizes that the Port Police remain under the independent and autonomous control of the Harbor Department; and

WHEREAS, the Harbor Department pursuant to the Tidelands Trust doctrine and Charter sections 650 *et seq.* has been granted the powers to possess, manage, control, and to make and enforce all necessary rules and regulations governing the maintenance, operation, and use of the Harbor District, and enforce penalties for the violation of those rules and regulations; and

WHEREAS, the parties wish to memorialize certain working practices in the interest of creating clarity of responsibility when responding to an investigation or incident, or when transitioning primary authority to one or the other; and

WHEREAS, it is not the intent of either party that this Agreement creates any rights or powers that conflict with any law, regulation, Los Angeles City Charter, Administrative or Municipal Code provisions, or formally approved policies or procedures; and

WHEREAS, to facilitate the timely and effective reporting and investigation of a crime, the parties agree that the LAPD shall be the primary agency for the reporting and investigation of a crime within the City of Los Angeles unless otherwise specified or modified by this MOA; and

WHEREAS, nothing in this MOA is intended to restrict or limit the authority and duty of the Chief of Police of the City of Los Angeles (or their designees) or the Chief of Police of the Los Angeles Port Police (or their designees), to enforce City Ordinances and the penal provisions of the City, State, and Federal government; and

WHEREAS, the parties agree that this MOA is subject to all applicable current and future state and local laws, the Los Angeles City Charter, and any applicable rules and regulations enacted by independent commissions of the City and County (collectively, Laws).

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. NOTIFICATIONS AND CRIMINAL INVESTIGATIONS:

- 1) Both the LAPD and the LAPP shall provide immediate notification to each other of any violations of law, regulations, directives, or other codes that the LAPD or the LAPP becomes aware of within or relating to the Harbor District.
- 2) In order to ensure timely compliance with statutory and policy requirements for alerts and notifications, the LAPP shall ensure that reports that require immediate emergency alert or teletype transmission be delivered to the LAPD Harbor Area watch commander immediately upon completion.
- 3) Each agency shall notify the other agency in the event of a vehicle pursuit that is ongoing within or near the Harbor District.
- 4) The watch commanders of both agencies are responsible for maintaining open lines of communication with respect to operational developments that are likely to involve, or be of concern, to either agency.
- 5) Both agencies shall include each other in the planning process for situations that may impact the other's operations whether they are pre-planned or spontaneous events.
- 6) Each agency shall include the other in its internal notification system of serious incidents of mutual concern effecting the region and crimes in the Harbor District.
- 7) Information sharing includes LAPP access to the LAPD Local Area Network (LAN) in accordance with the existing MOA.
- 8) These parties shall work cooperatively to establish the LAPP as a Level 2 Public Safety Answering Point (PSAP) and to respectively grant real time access to their respective call for service data. Any costs associated with establishing such communications shall be agreed upon by separate agreement.
- 9) The parties agree that the LAPP is a law enforcement agency as defined by California state law. As such, it is responsible, in partnership with the LAPD, for the enforcement of federal, state, and local laws at the LAHD properties in the City of Los Angeles.
- 10) The LAPP will also conduct preliminary and follow up investigations on LAHD properties as delineated by the terms of this MOA.

- 11) The parties acknowledge, however, that due to the nature of serious crimes, the LAPP may require the assistance of the LAPD especially in cases where additional expertise or special resources are needed to investigate the offense or apprehend suspects.
- 12) The LAPP shall provide the LAPD timely notification of any major incident within the Harbor District and any incident, which will have a significant impact beyond the Harbor District.
- 13) The LAPD shall immediately notify the LAPP of any LAPD resources deploying in, or responding to, any calls for service within the Harbor District.
- 14) The parties therefore agree that they will immediately notify each other when any of the crimes or incidents set forth below occur on LAHD properties within the City of Los Angeles. The LAPP will assume responsibility for the preliminary investigation and the LAPD will immediately assume investigative responsibility (unless by mutual agreement as indicated by an asterisk, the LAPP handles the investigative responsibility). Representing the LAPD in this mutual agreement must be someone at the Staff officer level.

Type of Events
* Homicide
Aggravated assaults
Domestic Violence: <ul style="list-style-type: none"> • If children are involved then the case will be referred to Family Violence (downtown)
Rapes: <ul style="list-style-type: none"> • Date rapes • Stranger rapes
Robberies
Use of deadly weapon/firearms offenses
* Sex crimes
Physical Abuse against a child
Burglaries: <ul style="list-style-type: none"> • Substantial property loss • Suggest sophistication beyond a routine burglary or may have a nexus to criminal activity occurring outside LAHD properties
Death investigations
Unusual Occurrences (Involving trains, aircraft, or watercraft, water body recovery)
* Barricaded suspects
** Terrorist incidents
** Drug offenses:

<ul style="list-style-type: none"> • Substantial substance amount and/or narcotics expertise required
Felonies involving suspects who remain at large & information, such as a named suspect, known vehicle description, location is known & could result in immediate apprehension
** Offenses connected to organized crime
Politically motivated crimes
* Gang crimes or significant gang activity
* Hostage taking or complex kidnapping
Missing persons when suspicious circumstances exist
Traffic collisions involving: <ul style="list-style-type: none"> • A fatality/Great Bodily Injury • An injury • City Property Involved (CPI)
* Hate crimes
* Incidents requiring Special Weapons and Tactics (SWAT)
Underwater dive unit requests
**Bomb/explosive incidents
Hazardous materials incidents
Labor Relations
Crime Scene Investigations
Sub-surface Photography, underwater evidence recovery & sonar scan
*=LAPD / ** = Mutually staffed task force

- 15) The LAPD will also be responsible for the filing of all criminal cases with the Los Angeles District or City Attorney’s Office for those identified investigations that are the responsibility of the LAPD. The LAPP will be responsible for filing of all criminal cases with the Los Angeles District or City Attorney’s Office for those identified investigations that are the responsibility of the LAPP.

- 16) The LAPP may, depending on deployment, provide officers to assist the LAPD with investigations of certain criminal cases and with presentation of such cases to the appropriate prosecutorial agency for filing consideration.

- 17) The LAPP officers loaned to the LAPD will work under the direct supervision and guidance of a detective supervisor or experienced LAPD supervisor and adhere to all applicable LAPD policies and standards including, but not limited to, the conduct of investigations, work hours, appropriate attire, proper grooming, etc.

- 18) In response to gang crimes of significant gang activity, the LAPP shall conduct preliminary investigation and make notifications to LAPD gang units. The LAPP may request LAPD resources.

Exceptions to Crimes Set Forth Above:

- a. Qualified LAPP personnel may collect latent prints involving Burglary from Motor Vehicle crimes when LAPD personnel are not immediately available;
 - b. The LAPP personnel will assume investigative responsibility for trespass investigations on LAHD property;
 - c. The LAPP will assume investigative responsibility for traffic collisions involving complaint of injuries on LAHD properties; and
 - d. The parties agree that the port complex (including LAHD properties) may require specialized Bomb Squad, HAZMAT, Underwater Dive Unit, and SWAT services that are agreed to be provided by the LAPD. Accordingly, the LAPP agrees to rely on the LAPD's Bomb Squad, HAZMAT, and Metropolitan Division services subject to separate letters of agreement.
- 19) Upon becoming aware of a crime or incident that requires LAPD assistance or is beyond the capabilities of the LAPP personnel, the involved LAPP personnel shall secure the crime scene, notify the LAPD's Harbor Area Watch Commander and provide investigative or other police assistance to the LAPD, as requested by the LAPD.
- 20) For all other non-Part 1/non-violent crimes, including other felonies as well as misdemeanors occurring in the Harbor District, the LAPP personnel will conduct preliminary investigations of these crimes and contact the LAPD if assistance is required.
- 21) The LAPP personnel shall continue to document and report crimes. These crime reports shall be reviewed for accuracy by an LAPP supervisor and then delivered to the watch commander of the LAPD Harbor Area as soon as practicable, generally not to exceed 24 hours from the time the report was completed. Crime and vehicle reports requiring immediate teletype transmission shall continue to be delivered to the LAPD Harbor Area Watch Commander immediately upon completion and approval of an LAPP supervisor.

II. BOOKING PROCEDURES:

The LAPD shall normally furnish jail facilities for adult male prisoners arrested within the City and accept excess personal property when the LAPP personnel effect arrests. The LAPP officer-initiated arrests of adult females or arrests of others, which require transport to an outside custodial facility, shall be the responsibility of the officer initiating the arrest.

- 1) The LAPP arrestee shall be observed and approved for booking by an LAPP supervisor. The LAPP supervisor shall cause the arrestee to be transported by LAPP personnel without unnecessary delay to the LAPD Harbor Area Community Police Station for observation and final approval by the LAPD Harbor Area Watch Commander or station supervisor.
- 2) Upon completion of booking paperwork, the LAPD shall immediately provide copies to LAPP by email to watchcommander@portla.org. In the event email is inoperable, the LAPD may fax booking paperwork to LAPP Communications Unit at (310) 831-3689.
- 3) The LAPD detention officer, having custody of a prisoner arrested by LAPP personnel, shall cause the prisoner to be transported to and arraigned at the proper court. Whenever necessary, the LAPD watch commander shall aid LAPP personnel with booking and processing of adult and juvenile arrestees.
- 4) Prior to the booking of a sick or injured person at any LAPD facility, the arresting LAPP personnel shall provide evidence of medical treatment and medical authority to book from a hospital or LAPD Jail Dispensary to the approving LAPD supervisor. Any LAPP Officer initiated adult or juvenile arrest which require transportation to an outside custodial facility or to receive outside medical/mental treatment, shall be the responsibility of the officer initiating the arrest.

III. UNIFIED REPORTING OF CRIME AND RECORDS:

- 1) The LAPP shall file crime reports with the LAPD for record keeping and statistical purposes. Crime reports shall be approved by an LAPP supervisor and delivered to the LAPD Harbor Area Watch Commander as soon as practicable, generally, not to exceed 24 hours from the time the report was taken.
- 2) The LAPP shall maintain records of any reports or documentation submitted to the LAPD in accordance with LAPP policies on maintenance of LAPP records.

- 3) The LAPD shall be the City agency responsible for reporting Unified Crime Reporting and National Incident-Based Reporting System.

IV. ARREST PROCEDURES:

The LAPP personnel effecting an arrest within the City of Los Angeles shall complete all appropriate reports and any other required LAPD documents. If it is determined that an arrest initiated by the LAPP personnel is the responsibility of the LAPD, the preliminary investigation and the booking of the arrestee(s) shall be the responsibility of the LAPD. When practicable, involved LAPP personnel shall accompany LAPD officers to the LAPD Harbor Area Community Police Station for interview by the supervisor approving the booking. The LAPD personnel shall assume investigative responsibility for the follow-up investigation of the crime.

V. EVIDENCE AND PROPERTY PROCEDURES:

- 1) Booking Evidence and Property. The LAPP personnel shall be permitted to book evidence and property associated with an arrest into the custody at an appropriate LAPD facility. Los Angeles Police Department officers accepting custody of an LAPP arrestee shall assume responsibility for all evidence and property associated with the arrest. When property is booked, the concerned LAPP personnel shall be given one copy of the Property Report, LAPD Form 10.01.00, or a Receipt for Property Taken into Custody, LAPD Form 10.10.00. Property booked into evidence by LAPP personnel shall be disposed of per current LAPD procedures.

The LAPP personnel shall be responsible for booking evidence, transporting evidence to court, and accounting for disposition of booked evidence and property that is related to LAPP personnel arrests. Whenever necessary, LAPD watch commanders shall aid LAPP personnel with the booking of evidence and property.

- 2) Gas Chromatograph Intoximeter. Gas Chromatograph Intoximeter Tests (GCI) required for LAPP investigations shall be conducted by qualified LAPP personnel. An LAPD officer shall be made available to assist LAPP personnel when concerned LAPP personnel are not qualified to conduct a GCI Test. The LAPD shall provide expert testimony in court, relative to the GCI system and operation.
- 3) Drug Recognition Experts. Drug Recognition Experts (DREs) required for LAPP personnel investigations shall be made available by LAPD. The LAPD shall provide expert testimony in court relative to the DRE issues.

- 4) Fingerprint Investigations. Fingerprint investigations required for LAPP personnel investigations within the City shall be provided by the LAPD. Developing and lifting latent prints may be conducted by qualified LAPP personnel for crimes routinely investigated by LAPP personnel.
- 5) Blood and Urine Samples. Blood and Urine samples obtained as evidence by LAPP personnel shall be booked at the same location as the arrestee or at the LAPD's Property Division (LAPD containers shall be used when booking the samples).

VI. VEHICLE IMPOUND PROCEDURES:

The LAPP personnel may cause vehicles on its property to be impounded, to include the impounding of vehicles under the authority of Section 22651 of the California Vehicle Code. The impounding LAPP personnel shall complete the required reports and make the necessary notifications. The LAPP shall assume responsibility for conducting post- and pre-impound hearings of vehicles impounded by LAPP personnel when such vehicles are not otherwise subject to an investigation for which the LAPD retains investigative responsibility. Whenever necessary, LAPD watch commanders shall aid LAPP personnel regarding vehicle impounds, completion of reports, and required notifications if required.

VII. MULTI-DISCIPLINARY COLLISION INVESTIGATION TEAM RESPONSIBILITIES:

The Multi-Disciplinary Collision Investigation Team (MCIT) is responsible for critical traffic investigations, and traffic reconstructions. The LAPP Officer will request MCIT in any of the following incidents:

- 1) Any traffic collision that results in a verified critical (A) or fatal (K) injury and involves a City-owned or a City-mileage vehicle or was being operated on City property or by a City employee acting within the scope of his/her employment and has the likelihood of substantial liability to the City; or
- 2) A major unusual traffic occurrence, when requested by the concerned traffic division watch commander and with the approval of the Officer in Charge (OIC), Traffic Coordination Section (TCS); or
- 3) Any requests by a commanding officer, with the approval of the Commanding Officer, Traffic Group.

VIII. EXPLOSIVE DETECTION:

- 1) As between the parties, the LAPP shall conduct explosive detection screening, sweeps, and inspections using explosive detection equipment and canines and the LAPP shall respond to and investigate unattended items such as unattended luggage at the cruise terminal in accordance with LAPP policies and procedures.
- 2) When determined appropriate under existing policies and procedures, the LAPP shall request the LAPD Bomb squad for any suspicious item within the Harbor District. The LAPD shall deploy their Bomb Squad as requested by the LAPP consistent with LAPD protocols.
- 3) When determined appropriate under existing policies and procedures, the LAPP shall request, and LAPD shall deploy consistent with their own protocols, a SWAT team to handle situations requiring their capabilities including barricaded suspects, hostages, high-risk entries, or other situations requiring specialized tactics or equipment.

IX. ENVIRONMENTAL RESPONSE:

- 1) As between the parties, the LAPP shall be the primary responding agency responsible for preliminary and follow up investigation of environmental crimes, or accidents involving toxic industrial chemicals, biological, radiological, noxious products, or violation of the Federal Clean Water Act (33 U.S.C. § 1251 et. Seq.) and the California Water Quality Control Act (Wat. Code, § 13000 et seq.).
- 2) The LAPP shall maintain an Environmental Crimes Unit with HAZMAT "Technician/Specialist" level certifications for conducting investigation and sampling.
- 3) The LAPP shall maintain a capability for conducting mass decontamination operations.
- 4) As between the parties, the LAPP shall be the responsible agency for issuing permits for permitting dangerous cargo transiting the Harbor District including compliance inspections.

X. WATERBORNE PATROL:

As between the parties, the LAPP is the primary agency responsible for patrol of the waters of the Harbor District. This includes response and investigation of boating or maritime-related incidents, incidents over or in the water such as aircraft accidents, underwater operations, and port security operations.

XI. LAPP RESOURCE DEPLOYMENT OUTSIDE OF THE HARBOR DISTRICT:

- 1) The LAPP, when requested by the LAPD and as resources are available, shall assist LAPD Harbor Area with calls for service in areas that are outside of the Harbor District and within the area of responsibility of LAPD. The LAPP may be the responding agency for these calls, or may provide backup to responding LAPD units.
- 2) The LAPP shall provide specialized units in support of LAPD responses, operations, and special events; i) as resources are available ii) on a temporary or emergency basis not to exceed 5 days unless further authorized by the Board or the Executive Director of the Harbor Department iii) when requested by the LAPD; and iv) in a manner consistent with the tidelands trust doctrine and other restrictions on the use of Harbor Department assets. This includes LAPP canine units, hazardous materials units, commercial enforcement units, and specialized vehicles such as a mobile command post, a B.E.A.R. armored vehicle, and other such equipment and personnel.

XII. GENERAL RESPONSIBILITIES OF BOTH PARTIES:

- 1) Improper Arrest. When an LAPD supervisor becomes aware that an arrest by an LAPP personnel appears improper, a request shall be made to have an LAPP supervisor immediately review the matter and consult with the concerned LAPD supervisor. It shall be the responsibility of the concerned LAPD watch commander to make the final determination on accepting the custody of an arrestee.
- 2) Prisoner Complaints of Misconduct. In any case where a prisoner complains of misconduct by LAPP personnel, the concerned LAPD supervisor shall notify the LAPP supervisor to immediately review the matter. It shall be the responsibility of the concerned LAPD watch commander to make the final determination on accepting the custody of an arrestee.

When misconduct constituting a crime is alleged against LAPP personnel, the concerned LAPD supervisor shall ensure that the appropriate crime report is

taken and that the on-duty LAPP watch commander is notified without delay. The commanding officer of the investigating division responsible for the follow-up investigation shall ensure that the report is forwarded to LAPP personnel and that all necessary information is provided to LAPP personnel for its parallel administrative investigation.

- 3) Juvenile Booked as an Adult. When it is learned that a person under the age of 18 years has been booked as an adult by LAPP personnel, the concerned LAPD watch commander shall cause, without delay, the juvenile to be segregated from adult prisoners, notify the concerned investigating officer, and if applicable, other LAPP personnel. The concerned LAPD investigating officer or watch commander shall arrange for LAPD personnel to rebook the juvenile according to existing LAPD procedures.
- 4) Los Angeles Police Department Detention Officer Responsibility. In the box entitled "Div & Detail Arresting", LAPD personnel shall insert "7055 OS" respectively. In the box entitled "Arresting Officer", LAPD personnel shall insert the name and identifying serial number of the arresting LAPP personnel officer, followed by LAPP personnel.
- 5) Prisoner Arraignment. The LAPD jailer, having custody of a prisoner arrested by LAPP personnel, shall cause the prisoner to be transported to and arraigned at the proper court. Whenever necessary, the LAPD watch commander shall aid LAPP personnel with booking and processing of adult and juvenile arrestees.
- 6) Probable Cause Determination. All arresting LAPP personnel shall be responsible to submit a Probable Cause Determination (PCD) immediately upon completion of appropriate arrest reports. The PCD shall be submitted to the LAPD watch commander to be filled with the City Attorney within the period of delineated by law.

XIII. INVESTIGATIONS OF CRITICAL INCIDENTS AND OFFICER INVOLVED SHOOTINGS AND DEATHS:

During the term of this MOA, the LAPP personnel shall report to the LAPD all discharges of firearms within the City of Los Angeles (accidental or intentional) involving LAPP personnel, and shall cooperate, as required, with the investigation conducted by the LAPD of the firearms incidents. The LAPD will investigate the criminal aspects of a firearm discharge. The LAPP personnel will be responsible for administrative matters associated with the shooting incidents.

The LAPD's Force Investigation Division (FID) will respond to and conduct the criminal investigation of all incidents involving LAPP in the same manner as would be done for an LAPD officer.

The LAPD will assume investigative responsibility for all non-officer involved shooting incidents wherein an LAPP officer is fired upon regardless of the extent or absence of injury to any party.

The FID shall assume responsibility for conducting the administrative investigation of a Categorical Use of Force Incident on behalf of the LAPP at the request of the LAPP Chief of Police. The administrative investigation report will be provided to the LAPP Chief of Police.

XIV. INCIDENT MANAGEMENT:

The parties to this MOA shall utilize the National Incident Management System, Command and Management component, including the Incident Command System for jointly planning or responding to large incident or events with multi-agency responses.

XV. LABOR RELATIONS:

The LAPP is the primary responsible agency for managing labor or First Amendment expressive activity events in the Harbor District. The LAPP will inform the LAPD when labor relations are being conducted in the field.

XVI. TRAINING:

The LAPD and the LAPP agree to participate in joint training. To the extent consistent with the capacity and with City priorities, both parties agree to schedule recurring joint training for active duty officers as part of each agency's annual calendar to ensure that all personnel are familiar with each agency's responsibilities and relevant protocols and policies. In addition, LAPD and LAPP shall participate in training operations under the guidance of the Area Maritime Security Committee.

XVII. NOTIFICATION:

For the purpose 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 the LAPP:

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

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

For the LAPD:

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

Tel: (213) 486-8740

XVIII. 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.

XIX. 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 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 the effect the original intent of the parties as closely as possible.

XX. 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.

XXI. 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 requested by, without limitation, the Charter and the City's Administrative Code.

XXII. 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.

XXIII. 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.

XXIV. CONFLICT WITH LAWS, REGULATIONS, LOS ANGELES CITY CHARTER, ADMINISTRATIVE OR MUNICIPAL CODE PROVISIONS OR FORMALLY APPROVED POLICIES OR PROCEDURES:

In the event any term in this Agreement conflicts with any law, regulation, the Los Angeles City Charter, Administrative Code or Municipal Code Provisions, or formally approved policies or procedures then the applicable law, regulation, Los Angeles City Charter, Los Angeles Administrative or Municipal Code provision, or formally approved policies or procedures shall control.

XXV. INDEMINIFCATION:

Pursuant to the provisions of Section 895.4 et seq. of the California Government Code, this MOA does not create or provide for contribution or indemnification by the parties to the agreement upon any liability arising out of the performance of the agreement. For

tort liability purposes, neither party shall be considered the agent of the other party. Each party shall be fiscally responsible only for the torts of its own officers, agents, or employees that occur within the scope of their official duties in accordance with California law.

In the event of third-party loss caused by the negligence, wrongful act, or omission of both parties, each party hereto shall bear fiscal responsibility in proportion to its percentage of fault as may be mutually agreed between them in accordance with legal principals or as judicially determined.

XXVI. DEFAULT AND TERMINATION:

This MOA may be terminated by either party by providing a (30) day written notice to the other party. In the event of such notice, the parties agree to work in good faith to renegotiate the MOA that satisfies all. In the event that either party fails to abide by the terms and conditions of this MOA, the Chief of Police or the Chief of Port Police shall give written notice concerning the failure, and if the same is not corrected, or substantial steps towards accomplishing correction are not taken within a reasonable period of time, either party may terminate this MOA by giving at least (30) day's written notice, which shall be effective upon receipt by the concerned agency head.

XXVII. EFFECTIVE DATE, DURATION, AND NOTIFICATIONS:

The effective date of this MOA shall be the date of its execution by the last signing party upon authorization by the appropriate authorities and shall remain in effect for five (5) years from the effective date or until termination by either agency with (30) days advanced written notice.

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(Signature page follows)

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

FOR THE CITY OF LOS ANGELES POLICE DEPARTMENT, by its Chief of Police

By: 
MICHEL R. MOORE
Chief
Los Angeles Police Department

Date: 8-19-20

FOR THE CITY OF LOS ANGELES HARBOR DEPARTMENT, by its Executive Director

By: _____
EUGENE D. SEROKA
Executive Director of
Los Angeles Harbor Department

Date: _____

By: _____
THOMAS E. GAZSI
Chief
Los Angeles Port Police Department

Date: _____