

35687

Harbor Department
Agreement
City of Los Angeles

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND
THE CITY OF LONG BEACH POLICE DEPARTMENT
REGARDING THE REGIONAL MARITIME LAW ENFORCEMENT
TRAINING CENTER**

20-3752

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 City of Long Beach, acting by and through its Police Department (Long Beach), collectively referred to herein as (the Parties).

II. AUTHORITY

2.1 City of Los Angeles Charter, Sections 652 and 657.

2.2 City of Long Beach Charter, Section 1802.

III. PURPOSE

3.1 City and Long Beach, 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 Long Beach at the RMLETC. The MOU prioritizes the attendance of Long Beach law enforcement personnel at any of the classes offered at the RMLETC when timely requested in exchange for the Long Beach'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 Long Beach at no cost, pursuant to that agreement. City does not guarantee free attendance to Long Beach.

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 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 Long Beach

1. City will seek the reimbursement of Long Beach's costs through their agreement with the state of California.

5.2 Long Beach Duties and Responsibilities:

A. Provision of Insurance and Waiver of Liability:

1. Long Beach 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. Long Beach 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 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 Long Beach: Long Beach Police Department
400 W. Broadway
Long Beach, CA 90802
Attention: Paul LeBaron, Commander

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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.

Dated: 7/8/2020

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

By: [Signature]
EUGENE D. SEROKA
Executive Director

Attest: [Signature]
AMBER KLESGES
Board Secretary

CITY OF LONG BEACH, BY AND
THROUGH ITS POLICE DEPARTMENT

Dated: 2.4.2020
~~EXECUTED PURSUANT~~ Rebecca L. Ganner
TO SECTION 301 OF
THE CITY CHARTER TOM MODICA
City Manager

Dated: 1.22.20 By: R. Luna
ROBERT G. LUNA
Chief of Police

Attest: _____

(Print/Type name and title)

APPROVED AS TO FORM AND LEGALITY

June 19, 2020
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: [Signature]
JUSTIN HOUTERMAN, Deputy City Attorney

JH:Its
10/29/19

APPROVED AS TO FORM

January 30, 2020
CHARLES PARKIN, City Attorney

By: [Signature]
SARAH E. GREEN
DEPUTY CITY ATTORNEY

MARITIME LAW ENFORCEMENT TRAINING CENTER (MLETC)
PARTICIPANT WARNING, ASSUMPTION OF RISK,
RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT



| | |
|------------------------|---|
| Participants Full Name | Driver's License Number |
| Address | In Case of Emergency Notify (Name, Phone No. and Address) |
| Phone Number | |

Acknowledgment and Assumption of Risks: I do hereby affirm and acknowledge that I fully understand the inherent hazards and risks associated with participating in marine and aquatic activities including but not limited to boating, swimming, and diving, as well as the hazards and risks associated with law enforcement training and activities in a marine environment. I also understand that this Maritime Officers Training Course will be physically arduous and will involve risks that may expose me to severe injury, loss of life or property, Despite the arduous nature and the hazards and risks associated with the training course, I wish to proceed and I freely accept and expressly assume all risk, dangers, and hazards, including the possibility of personal injury, death, property damage or loss that may arise from my participation in this training course. I also declare that I have no physical, medical, or mental restrictions that would limit or prohibit my participation in the course.

Release, Waiver and Indemnification: In consideration of being allowed to engage in activities on City of Los Angeles ("City") property and participate in activities of and/or at the Maritime Law Enforcement Training Center, including but not limited to the use of any premises, facilities, vehicles, vessels or equipment, I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me which may arise from or related to premises, facilities, vehicles, vessels, equipment, or activities of and/or at the Maritime Law Enforcement Training Center, actions or inactions of personnel of the City, MLETC instructors, or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue, and I for myself and my heirs, executors, administrators or assigns hereby release, waive discharge and relinquish action or causes or action, aforesaid, which may hereafter arise for myself and for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, or assigns prosecute, present any claim for personal injury, property damage or wrongful death against the City of Los Angeles or any of its officers, agents, servants or employees, as well as MLETC instructors (hereinafter "**INDEMNIFIED PARTIES**") for any of said cause of action, wherever the same shall arise by the negligence of any said persons, or otherwise.

IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE INDEMNIFIED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

I, for myself and for my heirs, executors, administrators or assigns agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the **INDEMNIFIED PARTIES**, I shall indemnify and hold harmless the same **INDEMNIFIED PARTIES** from any and all claims or causes of action by whomever or whatever made or presented for personal injuries, property damage or wrongful death.

No oral representations, statements or inducement apart from this written agreement have been made.

I acknowledge that I have read the foregoing paragraphs, and have been fully and completely advised of the potential dangers incidental to participating in activities of and/or at the Maritime Law Enforcement Training Center, and I am fully aware of the legal consequences of signing the within instrument and voluntarily do so.

Participant Print Full Legal Name: _____
Signature: _____ Date: _____
Agency and Title _____



**AUTHORIZATION, AGREEMENT AND CERTIFICATION OF TRAINING
MARITIME LAW ENFORCEMENT TRAINING CENTER**

Section A – TRAINEE INFORMATION

1. Applicant's Name:
Last: _____
First & MI: _____
2. Agency Badge Number: _____
3. Date of Birth (mm-dd-yyyy): _____
4. Work/Agency Address (Number, Street, City, State ZIP Code):

5. Work/Agency Telephone (Include Area Code): _____
6. Position Level (Check one):
 - a. Non-Supervisory _____
 - b. Manager _____
 - c. Supervisory _____
 - d. Executive _____
7. Organization Mailing Address (Branch-Division/Office/Bureau/Agency):

8. Work Email Address: _____
9. Position Title: _____
10. Does applicant need special accommodation? (Check one):
Yes _____
No _____
If yes, please describe below:



Section B – TRAINING COURSE DATA

1. Location of Training Site:

Maritime Law Enforcement Training Center (MLETC)
300 E. Water Street, Wilmington, CA 90744
(855) MLETC-LA / (855) 653-8252
LAMLETC@portla.org

2a. Course Title: _____

2b. Course Number Code: _____

3. Training Start Date (mm-dd-yyyy): _____

4. Training End Date (mm-dd-yyyy): _____

5. Training Duty Hours: _____

The following sections establish that the sworn law enforcement personnel attending the training are on duty and present at the training at the direction of their employer. This authorization establishes that Partner Agency's Workers Compensation Insurance covers the employee while attending the training stated herein.

Section C – APPROVALS

1a. Immediate Supervisor – Name and title: _____

1b. Area Code / Telephone Number: _____

1c. Email Address: _____

1d. Signature: _____

1e. Date: _____

Section D – APPROVALS / CONCURRENCE

This section must be executed by the Authorizing Official: the attendee's supervisor with the authority to assign the attendee to the MLETC for training on behalf of attendee's agency.

1a. Authorizing Official – Name and Title: _____

1b. Area Code / Telephone: _____

1c. Email Address: _____

1d. Signature: _____

Approved _____

Disapproved _____

1e. Date: _____



Section E – CERTIFICATION OF TRAINING COMPLETION AND EVALUATION

1a. Authorizing Official – Name and Title: _____

1b. Area Code / Telephone: _____

1c. Email Address: _____

1d. Signature: _____

1e. Date: _____