

36659

**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**

I. PARTIES

This Memorandum of Understanding (MOU or Agreement) 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 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 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 INSURANCE: In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 6.3, PARTNER AGENCY shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within PARTNER AGENCY's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Where PARTNER AGENCY provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where PARTNER AGENCY provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of PARTNER

AGENCY. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of PARTNER AGENCY's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(2) Workers' Compensation and Employer's Liability

PARTNER AGENCY shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that PARTNER AGENCY shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. PARTNER AGENCY shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of PARTNER AGENCY, and for all employees of any subcontractor or other vendor retained by PARTNER AGENCY.

A. Insurance Procured by PARTNER AGENCY on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 6.3, and where PARTNER AGENCY is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement,

PARTNER AGENCY shall cause City to be named as an additional insured on all policies it procures in connection with this Section 6.4. PARTNER AGENCY shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under this Agreement, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

B. Required Features of Coverages

Insurance procured by PARTNER AGENCY in connection with this Section 6.4

shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting PARTNER AGENCY's insurance documents. PARTNER AGENCY's insurance broker or agent shall register with the City's online insurance compliance system KwikComply at <https://kwikcomply.org/> and submit the appropriate proof of insurance on PARTNER AGENCY's behalf.

Upon request by City, PARTNER AGENCY shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which PARTNER AGENCY is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, PARTNER AGENCY shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance PARTNER AGENCY to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to PARTNER AGENCY.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, PARTNER AGENCY shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system KwikComply at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If PARTNER AGENCY neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due PARTNER AGENCY.

(6) Limits of Coverage

If PARTNER AGENCY maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by PARTNER AGENCY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

C. Right to Self-Insure

Upon written approval by the Executive Director, PARTNER AGENCY may self-insure if the following conditions are met:

1. PARTNER AGENCY has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, PARTNER AGENCY must have a formal resolution of its board of directors authorizing self-insurance.
 2. PARTNER AGENCY agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
 3. PARTNER AGENCY agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
 4. PARTNER AGENCY agrees that any insurance carried by Department is Excess of PARTNER AGENCY's self-insurance and will not contribute to it.
 5. PARTNER AGENCY provides the name and address of its claims administrator.
 6. PARTNER AGENCY submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
 7. PARTNER AGENCY agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
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8. PARTNER AGENCY has complied with all laws pertaining to self-insurance.

D. Accident Reports

PARTNER AGENCY shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if PARTNER AGENCY's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to

the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to PARTNER AGENCY, its officers or managing agents.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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: Darren Lance, 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.

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

Dated: August 23, 2023

By: *Eugene D. Seroka*
EUGENE D. SEROKA
Executive Director

Attest: *Amber Klesges*
AMBER KLESGES
Board Secretary

CITY OF LONG BEACH, BY AND THROUGH ITS POLICE DEPARTMENT

Dated: 7-18-, 2023

By: *Sandra J. Johnson*
TOM MODICA EXECUTED PURSUANT
City Manager TO SECTION 301 OF
THE CITY CHARTER.

Dated: _____, 20__

By: *Wally Hebeish*
WALLY HEBEISH
Chief of Police

Attest: _____
(Print/Type name and title)

APPROVED AS TO FORM AND LEGALITY

August 3, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: *Justin Houterman* for
JUSTIN HOUTERMAN, Deputy

~~APPROVED AS TO FORM
DAWN MCINTOSH, City Attorney
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY~~

APPROVED AS TO FORM
JULY 5, 2023
DAWN MCINTOSH, City Attorney
ARTURO D. SANCHEZ
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) MLETCA-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: _____