

Attachment A to Agenda File No. 2015-1637

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE XXXXXX REGARDING THE REGIONAL MARITIME LAW ENFORCEMENT TRAINING CENTER

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 XXXXX (XX), collectively referred to herein as “the Parties.”

II. AUTHORITY

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

III. PURPOSE

3.1 City and XXXX, 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 establish the relationship and responsibilities between the City and XXXX at the RMLETC.

IV. DEFINITIONS

4.1 CERTIFIED INSTRUCTOR: A staff member from the Port of Los Angeles 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 Commander.

4.2 FLETC: The Federal Law Enforcement Training Centers.

4.3 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, Anti-Terrorism Boat Operator's Course, Electronic Navigation, Maritime Incident Response, Basic First Responder Course, Maritime Smuggling Indicators Course, Boating Under the Influence and Boating Accident Investigation and Accident Reconstruction Course. 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.

4.4 PARTNER AGENCY: A governmental agency that has executed an Memorandum of Understanding with the City for use of and participation with 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.

5.2 [Partner Agency] Duties and Responsibilities:

A. Provision of Insurance and Waiver of Liability:

1. [Partner Agency] shall supply proof of insurance and execute 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. [Partner Agency] 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 POLA 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 Commanding Officers;
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. All instructors assigned to the RMLETC must be CERTIFIED INSTRUCTORS.
2. 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, agents and contractors 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 for it, 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 XXX:

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 (Acting)

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: _____, 2015

By: _____
Executive Director

Attest: _____
Board Secretary

XXX

Dated: _____, 2015

By: _____

(Print/type name and title)

Attest: _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

_____, 2015
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
JUSTIN HOUTERMAN, Deputy City Attorney

JH/jrs
09/22/15