

INTRADEPARTMENTAL CORRESPONDENCE

April 5, 2013
14.5

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN
THE LOS ANGELES WORLD AIRPORTS AND
THE LOS ANGELES POLICE DEPARTMENT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Memorandum of Agreement (MOA) between the Los Angeles World Airports (LAWA) and the Los Angeles Police Department (LAPD).
2. That the Board AUTHORIZE the Chief of Police to execute the MOA.

DISCUSSION

This MOA replaces the previous MOA between the LAWA and the LAPD dated June 2006. The purpose of this MOA is to assist management, supervisory and line personnel in making decisions related to aviation security and law enforcement at LAWA facilities within the City of Los Angeles.

The Office of the City Attorney has reviewed and approved the attached MOA as to form.

Should you have any questions or require any additional information, please contact Captain III Melissa A. Zak, Commanding Officer, Planning and Research Division, at (213) 486-0400.

Respectfully,

A handwritten signature in black ink, appearing to be 'C. Beck', with a stylized flourish at the end.

CHARLIE BECK
Chief of Police

Attachment

INTRADEPARTMENTAL CORRESPONDENCE

March 25, 2013
14.5

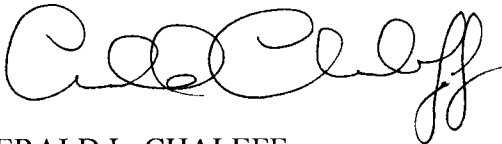
TO: Chief of Police

FROM: Special Assistant for Constitutional Policing

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN
THE LOS ANGELES WORLD AIRPORTS AND
THE LOS ANGELES POLICE DEPARTMENT

Attached for your review and signature are two originals of the Memorandum of Agreement (MOA) between the Los Angeles Police Department (LAPD) and the Los Angeles World Airports (LAWA) regarding public safety services at the Los Angeles International and Van Nuys Airports. This MOA exists to assist management, supervisory and line personnel in making decisions related to aviation security and law enforcement at LAWA facilities within the City of Los Angeles. This MOA has been reviewed and approved by Operations-West Bureau, Office of Special Operations and by the Office of the City Attorney.

Should you have any questions or require further information, please have a member of your staff contact Captain III Melissa A. Zak, Commanding Officer, Planning and Research Division, at (213) 486-0400.

A handwritten signature in black ink, appearing to read 'G. Chaleff', with a stylized, cursive script.

GERALD L. CHALEFF
Special Assistant for Constitutional Policing

Attachments

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made and entered into on this _____, by and between LOS ANGELES WORLD AIRPORTS (LAWA), acting by and through its Board of Airport Commissioners, and the Los Angeles Police Department (LAPD), acting by and through its Board of Police Commissioners.

I. PARTIES

This MOA is entered into by and between LAWA and LAPD.

II. SCOPE AND AUTHORITY

Under Section 570 of the Los Angeles City Charter, LAPD "shall have the power and duty to enforce the penal provisions of the Charter, City ordinances and state and federal law. In the discharge of these powers and duties, the members of the department shall have the powers and duties of peace officers as defined by state law."

Under Section 631 of the Los Angeles City Charter, LAWA is the operator of the Los Angeles International Airport (LAX) and Van Nuys Airport (VNY). LAX is a commercial airport with a current Federal Aviation Administration (FAA) issued airport operator certificate. VNY is a general aviation airport. LAWA, and the City of Los Angeles as the sponsor of LAX and VNY, are subject to federal law and regulations issued by the FAA, Transportation Security Administration (TSA), United States Customs and Border Protection (CPB), and other federal regulatory agencies. TSA requires LAWA to comply with security regulations, directives, and a specific Airport Security Program (ASP) for LAX. In particular, TSA requires LAWA to provide law enforcement, security, and regulatory compliance services to comply with federal regulations, directives and the ASP. In addition, LAWA has an obligation to maintain the safe and secure operation of its airports by enforcing local and state criminal codes. Under Section 636 of the Los Angeles City Charter, LAWA's Police Division (Airport Police) is under the independent and autonomous control of LAWA. Airport Police Officers are peace officers as defined by California state law. The City, as the sponsor of FAA grants, is subject to federal law and grant assurances regulating, among other things, the use of airport revenue.

It is understood and agreed to by the parties that the scope of this MOA is not intended to, nor does it, supersede or modify in any manner whatsoever, the obligations of LAWA as imposed by but not limited to, federal law, the TSA-approved ASP, the FAA-approved Airport Emergency Plan, FAA and TSA rules, regulations orders and policies, or any other obligations as the holder of an FAA-approved airport operator certificate.

III. TERM

Either party may terminate this MOA with or without cause by giving thirty (30) days written notice to the other party. In the event that LAWA and LAPD agree to modify any part of this MOA, any modifications shall be in writing and executed by both LAWA and LAPD.

IV. NOTICE

Notice of Termination or modifications shall be sent to the following addresses:

Chief of Police, Los Angeles Police Department
100 West First Street
Los Angeles, California 90012

Executive Director, Los Angeles World Airports
1 World Way
Los Angeles, California 90045

V. PURPOSE OF MOA

The purpose of this agreement is to ensure that effective and efficient public safety services are provided at LAX and VNY. This agreement exists to assist management, supervisory and line personnel in making decisions related to aviation security and law enforcement at LAWA facilities within the City of Los Angeles.

This MOA replaces the previous MOA between LAWA and LAPD dated June 2006.

This agreement does not limit or restrict the authority or responsibility of either agency to conduct operations relative to their respective missions, but acts as a guide to enhance cooperation and ensure coordination of law enforcement efforts. It does not affect the manner or extent to which Airport Police conducts its responsibilities including enforcement of local and state laws, government regulations, and administrative codes.

VI. PROVISION OF LAW AND SEVERABILITY

The parties agree that this MOA is entered into voluntarily and is subject to all applicable current and future federal, state and local laws, the Los Angeles City Charter and any applicable rules and regulations enacted by independent commissions of the city (collectively, Laws). If any article, part or provision of this MOA is in conflict or inconsistent with such Laws, or is otherwise held to be invalid or unenforceable, such MOA article, part or provision will be suspended and superseded by such Laws and/or court ruling and the remainder of this MOA will not be affected thereby, unless the essential purpose of this MOA will be materially impaired thereby.

The parties further agree and acknowledge that this MOA is subordinate to any and all applicable TSA and FAA-approved programs pertaining to security and law enforcement services in support of those programs including any and all directives issued by TSA or FAA. To the extent any article, part or provision of this MOA is in conflict or inconsistent with such applicable TSA or FAA-approved program, such article, part or provision is null and void.

The parties further agree and acknowledge that this MOA is subordinate to the provisions of any existing or future agreement between the City of Los Angeles and the FAA, relative to the

operation or maintenance of LAX or VNY, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of LAX or VNY.

Further, the parties acknowledge and agree that this MOA does not, in any manner whatsoever, modify, change or supersede any existing agreement between the many law enforcement agencies that participate in partnership to assure the security and safety of the persons and property at the LAX and VNY.

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 (and his/or her designees) to enforce city ordinances and the penal provisions of the city, state and federal government.

Nothing in this MOA is intended to restrict or limit the authority and duty of the Executive Director of LAWA, his or her designees, the Chief of Airport Police or the designated Airport Security Coordinator (ASC) to ensure the safety and security of LAWA facilities by providing for the enforcement of city, state and federal laws and LAWA-issued regulations or enforceable provisions set forth in the TSA-approved ASP or otherwise.

VII. FUNDING, FACILITIES AND EQUIPMENT

The parties acknowledge and agree that 49 U.S.C. Sections 47107 (b) and 47133 (Revenue Use Statutes) and the FAA's Airport Revenue Use Policy, 64 Fed. Reg. 7696 (Feb. 16, 1999) (Revenue Use Policy) require airport revenues to be used only for the capital or operating costs of the airport, the local airport system, or other facilities owned or operated by the airport sponsor and directly and substantially related to the actual air transportation of persons or property. The parties further acknowledge and agree that any funding provided by LAWA to LAPD under this MOA must comply with the Revenue Use Statutes and Revenue Use Policy and that any funding provided by LAWA to LAPD under this MOA that is found by FAA to be noncompliant with the Revenue Use Statutes or Revenue Use Policy must be reimbursed by the LAPD to LAWA.

The parties agree that service provided by LAPD to LAWA is for coordinated law enforcement services directly related to LAX and VNY. LAWA and LAPD agree that law enforcement services provided to LAWA by LAPD are done so in close coordination and collaboration with the Airport Police and evaluated on an annual basis to ensure the safety and security of LAWA's airports.

LAPD agrees to continue to provide LAWA with a proposed deployment and operations plan for the upcoming fiscal year which includes proposed staffing, necessary equipment, objectives and responsibilities for the deployed personnel. Beginning October 1, 2013, LAPD shall provide the proposed deployment and operations plan by October 1 of each year and the parties shall review and mutually agree, in writing, on the plan by December 31.

The parties acknowledge that LAWA requires sufficient time to incorporate the costs associated with law enforcement services into its fiscal year budget. The parties also recognize that the

development and operational needs to ensure the safety and security of LAX and VNY are dynamic and are subject to modification as threats, crime problems, and other circumstances change.

The parties recognize that FAA regulations do not allow LAWA to reimburse LAPD for any non-airport related activities and require LAPD to maintain complete and accurate records of any time spent on non-airport related activities by personnel assigned to or performing services for LAX or VNY for which LAWA provides reimbursement.

LAPD acknowledges that any personnel assigned to LAX or VNY on a full-time or full-time equivalent basis for which LAWA provides full reimbursement (Full-Time Personnel) must not engage in non-airport related police activities (any activity including but not limited to, deployment and training that does not have a nexus to the airport mission or benefit) without notice by the Deputy Executive Director for Law Enforcement or the Chief of Airport Police. LAPD agrees to notify LAWA PD in a timely manner if LAX LAPD assets, engage in any non-airport related police activity. LAPD agrees that Full-Time Personnel will track and report the time they spend off-airport engaged in non-airport related police activity and total time deployed using a daily log system, as specified in § VII.2.b, below. During emergencies, such as help calls, major traffic collisions, or compelling/time sensitive public safety emergencies, LAX LAPD assigned personnel may respond without notice to the Deputy Executive Director of Law Enforcement or the Chief of Airport Police.

LAPD agrees that for all services provided to LAX or VNY on as-needed basis by non-Full-Time Personnel (As-Needed Services), LAPD will bill LAWA for the actual work performed for LAX or VNY and provide LAWA with sufficient supporting documentation, as specified in § VII.2.c.

The parties acknowledge that TSA policy currently allows law enforcement agencies to use TSA-funded explosive detection canines outside the transportation environment for a maximum of 20% of the time. The parties recognize, however, that FAA regulations do not allow LAWA to reimburse LAPD for the deployment of TSA-funded canines for non-airport related activities and that any off-airport use of canines must be tracked and the costs withheld from the LAPD invoices to LAWA, as detailed in § VII.2.b, below.

LAPD agrees to provide ongoing deployment information on a monthly basis to the Chief of Airport Police and LAPD agrees to provide notice to the Chief of Airport Police should there be any unanticipated modifications.

LAPD agrees to submit all overtime requests subject to LAWA reimbursement to the Chief of Airport Police, or the Chief's designee, for approval in accordance with LAWA overtime policies, and consistent with LAPD Fair Labor Standards Act policy regarding overtime.

LAWA agrees to provide LAPD personnel assigned to LAX, pursuant to the deployment and operations plan, with suitable facilities necessary for the performance of their duties and responsibilities.

LAWA may only reimburse the City of Los Angeles for the actual cost of services provided by the LAPD to LAX and VNY. LAWA agrees to reimburse the City of Los Angeles for the approved law enforcement services provided by LAPD in accordance with the agreed-upon deployment and operations plan provided that LAPD provides all documentation necessary to demonstrate compliance with applicable rules and federal regulations, including without limitation the documentation and reporting required under § VII.2, below. If LAPD seeks and LAWA provides reimbursement based on estimated costs, the estimated charges must be reconciled with actual costs at the end of each fiscal year and any deviations from the actual costs must be reflected as adjustments in the next billing period.

The parties agree to process any reimbursements through the City Administrative Officer for the City of Los Angeles.

Exception: Any specialized overtime detail such as the Motor detail will be billed separately from LAPD to LAWA.

1. Non-Budgeted Costs

LAWA recognizes that situations arise where equipment and other items are necessary to carry out required work that may not have been budgeted within the fiscal year. When this occurs, designated representatives from both LAWA and LAPD shall meet to assess the request and determine whether the item will be funded. LAWA reserves the right to approve the vendor and equipment to ensure they are in compliance with FAA, LAWA and City policies and procurement procedures.

In the event LAX changes to a higher terrorist threat level, or other exigent circumstances necessitate the deployment of additional LAPD resources above and beyond the budgeted assets as outlined above, LAWA may request that LAPD deploy additional resources. When such resources are deployed at the request of LAWA's Deputy Executive Director for Law Enforcement, or his or her designee, LAWA agrees to reimburse LAPD for the cost of all resources deployed to LAX for the period beyond the initial 24 hours, following initial deployment to demobilization. LAPD agrees to provide LAWA with invoices for all assets deployed in exigent circumstances beyond a 24-hour period. LAWA's Deputy Executive Director for Law Enforcement, or the Director's designee, shall make the request and agreement to deploy additional LAPD resources to the LAPD Chief of Police.

In the event deployment of such resources is agreed upon, LAPD shall deploy the requested resources and coordinate with the Airport Police consistent with the National Incident Management System (NIMS) and Unified Command to ensure unity of effort and for appropriate deployment and tracking purposes. Following the request, LAWA shall transmit a promise to pay letter to the Commanding Officer, Los Angeles Police Department, Fiscal Operations Division, within 48 hours of deployment of the first unit requested.

2. Documentation, Audit and Reporting Requirements

a. Documentation and Auditing

LAWA shall reserve the right to audit any billing received and request documentation supporting such billing from LAPD.

b. Monthly Reporting for Full-Time Personnel

LAPD shall use a daily log system to track and report to LAWA on a monthly basis the following information for each full-time or full-time equivalent LAWA and VNY position: (1) off-airport time engaged in non-airport related police activity, (2) total deployment time, and (3) the cost of off-airport time based on the percentage of time spent off-airport (engaged in non-airport related police activity) and the total costs of the position as determined by the City of Los Angeles Cost Allocation Plan in effect at that time. LAPD will withhold all costs of off-airport time from its invoices to LAWA.

c. Documentation for As-Needed Services

LAPD agrees that invoices that include costs for As-Needed Services will be accompanied by documentation supporting the costs, including the following for each person providing As-Needed Services: (1) the time spent providing services to LAX and VNY, (2) total deployment time (or equivalent), (3) the total costs of their position as determined by the City of Los Angeles Cost Allocation Plan in effect at that time.

d. Other Documentation

In addition to the records specified above, LAPD agrees to maintain for a period of six years all additional documentation necessary to ensure compliance with all applicable FAA and TSA regulatory requirements for reimbursement and provide such documentation to the Chief of Airport Police or LAWA upon request.

VIII. INCIDENT MANAGEMENT PROCEDURES

Incident management procedures for major emergencies and unusual occurrences – including but not limited to bomb threats, hijackings, sabotage, aircraft piracy, and natural disasters – have been developed and are contained in the FAA-approved LAX Airport Emergency Plan (AEP) as required by 14 CFR Part 139. In addition, the TSA-approved ASP contains emergency response plans for a variety of potential incidents at LAX.

The parties to this MOA agree to follow the NIMS, Command and Management component, including the Incident Command System (ICS) and the Unified Command element. NIMS-ICS is a management system designed to enable effective and efficient domestic incident

management by coordinating the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to enable efficient and effective domestic incident management. The Unified Command element allows agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively and without affecting individual agency authority, responsibility, or accountability in incidents involving multiple jurisdictions, a single jurisdiction, a single jurisdiction with multi-agency involvement and multiple jurisdictions with multi-agency involvement.

IX. REPORTING AND INVESTIGATION OF CRIME

A. Notification and Other Responsibilities of LAPD

To facilitate the timely and effective reporting and investigation of crime, the parties agree that the LAPD shall be the primary agency for the reporting and investigation of crime within the City of Los Angeles unless otherwise specified or modified by mutual agreement.

LAPD agrees to provide timely notification to the Airport Police regarding all arrests and crimes reported to LAPD occurring at LAX, VNY or LAWA-owned property within the City. In particular, LAPD agrees to immediately notify the Airport Police of any emergency calls for service at LAX, VNY, or LAWA-owned properties that LAPD receives. In addition, LAPD shall immediately notify the Airport Police of any LAPD resources responding to any such calls for service. LAPD also agrees to provide timely advance notice of any deployment of resources to LAX or VNY outside of the approved operational plan and will coordinate with the Airport Police on their deployment at LAX, VNY, or LAWA-owned properties within the City.

LAPD recognizes that the Airport Police is the primary agency responsible for the enforcement of, and compliance with, airport security rules, regulations, and directives at LAWA's airports. LAPD, therefore, agrees to provide immediate notice to Airport Police of any violations of airport security rules, regulations, directives or other codes. In addition, the parties agree that the Airport Police shall have investigative responsibility for all airport-related security violations and LAPD will provide any reports or documents necessary for a complete and comprehensive investigation.

The parties recognize that information regarding airport security protocols, plans, procedures and operations may constitute Sensitive Security Information (SSI) governed by federal law. SSI is restricted from disclosure and subject to special handling procedures under 49 C.F.R. Parts 5 and 1520. LAPD agrees to comply with all SSI requirements and to notify the Airport Police of any SSI violations or unauthorized disclosures.

B. Responsibilities of Airport Police Regarding Criminal Offenses

Airport Police officers are authorized under state law to enforce criminal statutes and make arrests. The Airport Police will also conduct preliminary investigations as delineated by the terms of this MOA at LAX, VNY, and LAWA-owned property within the City of Los Angeles.

C. Reporting and Investigation of Crimes

1. Crime Reporting

The parties recognize that LAPD is the primary agency for compiling and reporting crime statistics to the Federal Bureau Investigation (FBI) and other entities for the City of Los Angeles. In addition, LAPD has specialized capabilities to analyze criminal activity to determine connections to other incidents and crime trends throughout the City. Therefore, the Airport Police agrees to submit all crime reports to LAPD in accordance with LAPD policy so that the City's crime statistics accurately reflect incidents on LAWA properties and LAPD can analyze trends and connections. The reporting information and forms are set forth more specifically below.

2. Responsibility for Areas Outside of LAWA Properties

The parties recognize that the LAPD is responsible for investigating crimes that occur in the City of Los Angeles especially in areas outside of the jurisdiction of the Airport Police. The Airport Police, therefore, agrees to immediately notify the LAPD of crimes or incidents that occur elsewhere in the City and recognizes that LAPD will assume responsibility for the incident once its personnel arrive. The parties agree, however, that the Airport Police will take whatever reasonable measures are immediately necessary to apprehend suspects, render aid, preserve evidence, and protect life and property. In addition, the Airport Police will provide additional law enforcement assistance at LAPD's request when needed.

3. LAPD's Responsibilities for Certain Criminal Investigations at LAX, VNY and other LAWA Properties within the City of Los Angeles

The parties agree that the Airport Police 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 LAX, VNY and other LAWA-owned properties in the City of Los Angeles. The parties acknowledge, however, that due to the nature of certain serious crimes, the Airport Police may require the assistance of the LAPD especially in cases where additional expertise or special resources are needed to investigate the offense, apprehend suspects, and ensure the conviction of offenders. The parties therefore agree that the Airport Police will immediately notify LAPD when any of the crimes or incidents set forth below occur at LAX, VNY or other LAWA-owned properties within the City of Los Angeles and that LAPD will assume investigative responsibility unless otherwise indicated:

- a. Homicides, aggravated assaults, domestic violence, rapes, or robberies;
- b. Uses of a deadly weapon;
- c. Firearms offenses except when the offense involves the carrying of a firearm at a TSA screening checkpoint as set forth below;
- d. Sex crimes, including those committed against children, except cases involving indecent exposure as set forth below;

- e. Physical abuse against a child;
- f. Embezzlement;
- g. Forgeries;
- h. Burglaries or other thefts that involve a substantial property loss, suggest sophistication beyond a routine burglary, or may have a nexus to criminal activity occurring outside of LAX or VNY;
- i. Death investigations;
- j. Barricaded suspects;
- k. Terrorist incidents;
- l. Felonies involving suspects who remain at large and information, such as a name or vehicle description, is known and could result in a suspect's immediate apprehension;
- m. Prostitution and other crimes of vice;
- n. Drug offenses where the amount of the substance or circumstances of the case suggests that LAPD's narcotics expertise is needed;
- o. Offense connection to organized crime;
- p. Politically motivated crimes;
- q. Gang crimes or significant gang activity;
- r. Hostage-taking or kidnapping;
- s. Reports of missing persons when suspicious circumstances exist or a public figure is involved;
- t. Crimes that require the collection of trace evidence (e.g. blood or semen) by LAPD's Scientific Investigation Division (SID) except in vehicle burglaries as set forth below;
- u. Other crimes requiring specialized investigative skills, knowledge, or training;
- v. Traffic collisions involving a fatality, injury (actual or complained of), City property, or a hit and run except that the Airport Police will assume investigative responsibilities for traffic collisions involving complained of injuries within the Central Terminal Area or in the immediate vicinity of LAX;
- w. Hostage or kidnap situations until relieved by the FBI;
- x. Detention of fugitives in transit; or
- y. Hate crimes.

Exceptions to Crimes Set Forth Above:

- a. The Airport Police shall have responsibility for the preliminary investigation of all crimes involving the carrying of a weapon, firearm, or other prohibited item at TSA passenger screening checkpoints, within the sterile or secured areas of the airport, access points leading to the sterile or secured areas of the airport, and all vehicle inspection posts on, or providing access to, the airfield;
- b. The Airport Police shall have responsibility for the preliminary investigation of indecent exposure crimes;
- c. Qualified Airport Police personnel may collect latent prints involving Burglary from Motor Vehicle crimes when qualified LAPD personnel are not immediately available;
- d. The Airport Police will assume investigative responsibilities for traffic collisions involving complained of injuries within the Central Terminal Area or in the immediate vicinity of LAX;

- e. The parties agree that LAX and VNY require specialized Bomb Squad and Special Weapons and Tactics (SWAT) services that are best provided by the significant expertise and experience of LAPD. Accordingly, LAWA agrees to solely on LAPD for Bomb Squad and SWAT services subject to separate letters of agreement.

4. Follow-up Investigations and Requests for Prosecution

LAPD will be responsible for conducting all follow-up investigations of crimes committed at LAX. LAPD will also be responsible for filing all criminal cases with the District or City Attorney Offices.

The Airport Police may, depending on deployment, provide officers to assist LAPD with the investigation of certain criminal cases and with the presentation of such cases to the appropriate prosecutorial agency for filing consideration. Airport Police officers loaned to LAPD will work under the direct supervision and guidance of a detective supervisor or an experienced LAPD supervisor and will adhere to all applicable LAPD policies and standards including, but not limited to, the conduct of investigations, work hours, appropriate attire, proper grooming, etc.

D. Specific Reporting Procedures

1. Airport Police

Crimes investigated by Airport Police officers will be reported to the LAPD on LAPD forms or Airport Police forms that are identical except for agency identification. All reports will be reviewed for accuracy and completeness by an Airport Police supervisor prior to submission to an LAPD supervisor for final approval and distribution.

The original of each report will be delivered by a representative of the Airport Police to the appropriate LAPD station watch commander or supervisor, following review by an Airport Police supervisor and within four hours of completion (when no arrest or booked property is involved).

The following exceptions to this requirement will be observed:

- Crime reports requiring immediate teletype transmission (robbery, missing juvenile, or crime with immediate follow-up information) will be delivered to the appropriate LAPD station watch commander or supervisor immediately upon completion.
- When completing a vehicle report (stolen, recovered, impound), the reporting officer will obtain DR information without delay.
- Reports involving an arrest and/or booked property will be delivered to the appropriate LAPD station watch commander or supervisor without delay, preferably before the Airport Police officer leaves the LAPD facility.

All Airport Police reports submitted to LAPD will be approved by an LAPD supervisor prior to distribution. Errors or omissions contained in Airport Police reports will be resolved by the concerned LAPD and Airport Police supervisors prior to approval and distribution. The concerned Airport Police officer will obtain the appropriate DR number(s) from the LAPD records unit or Vehicle Information Processing Unit. An LAPD supervisor/watch commander who approves the booking of an arrestee or Property Report completed by an Airport Police officer will ensure that all required reports are reproduced, if possible, prior to the reporting officer leaving the LAPD facility.

The concerned LAPD records unit will provide the reporting Airport Police officer with a copy of all required reports and forward one additional copy of all required reports to the Airport Police Division.

LAPD Operations Orders and Special Orders that impact crime reporting, arrests or other operational protocols will be communicated to Airport Police in a timely manner. LAPD will provide Airport Police subject matter experts to assist in the implementation of the new protocols.

LAWA agrees to report Incidents Potentially Related to Foreign or Domestic Terrorism in accordance with the LAPD Suspicious Activity Reporting Procedures.

X. PROCEDURES FOR ARREST AND BOOKING, EVIDENCE, AND PROPERTY AND IMPOUNDING OF VEHICLES

A. Arrest and Booking Procedures

1. Airport Police

When an Airport Police officer makes an arrest, the officer will complete the arrest report and all other related reports.

Airport Police arrestees will be observed and approved for booking by an Airport Police supervisor and transported without unnecessary delay to the appropriate LAPD facility for observation and final approval by the LAPD watch commander or his/her designee.

Prior to booking a sick or injured person at any LAPD facility, the arresting Airport Police officer will provide the concerned LAPD watch commander with evidence from a City-approved contract hospital that the arrestee has been medically treated and is approved for booking at a LAPD jail facility.

Airport Police arrests of females, juveniles, or others requiring transportation to an outside custodial facility are the responsibility of the arresting Airport Police officer.

2. LAPD

When an arrest initiated by the Airport Police is determined to be the responsibility of the LAPD as previously specified in this MOA, LAPD personnel will assume responsibility for the preliminary investigation and booking of the arrestee.

If the arrestee is injured or if the Airport Police officer used force to make the arrest, the involved Airport Police officer will accompany the LAPD officer to the geographic area for an interview by the watch commander who will approve or reject the booking.

Whenever necessary, LAPD watch commanders will assign LAPD officers to assist Airport Police officers with the booking and processing of adult and juvenile arrestees, as well as with the handling of any related evidence.

The LAPD will normally furnish jail facilities for adult male and female prisoners arrested within the City by Airport Police officers.

3. Improper Arrests

When an LAPD supervisor becomes aware that an Airport Police arrest appears improper, a request will be made to have an Airport Police supervisor immediately review the matter and consult with the concerned LAPD supervisor. It will be the responsibility of the concerned LAPD watch commander to make the final determination on accepting custody of an arrestee.

4. Prisoner Complaints of Misconduct

In any case where a prisoner complains of misconduct by an Airport Police employee, the concerned LAPD supervisor will notify the on-duty Airport Police watch commander, who in turn will cause an Airport Police supervisor to respond and conduct an administrative investigation.

When misconduct constituting a crime is alleged against an Airport Police employee, the concerned LAPD supervisor will document the incident and notify the Airport Police watch commander. If a crime report is generated, the commanding officer of the investigating division responsible for the follow-up investigation will, without delay, ensure that all relevant information is provided to the Commanding Officer, Operations-West Bureau who in turn will notify the Chief of Airport Police.

5. Juvenile Booked as an Adult

When it is learned that a person under 18 years of age has been booked as an adult by the Airport Police, the concerned LAPD watch commander will, without unnecessary delay, cause the juvenile to be segregated from adult prisoners. He/She will notify the Airport Police, and, if practical, the concerned investigating officer. The concerned LAPD

investigating officer or watch commander will arrange for Airport Police personnel to rebook the arrestee as a juvenile.

6. LAPD Jailer Responsibility

When Airport Police officers book an arrestee, the LAPD detention officer (jailer) will include the following information on the Booking and Identification Record, Form 5.1:

- In the box entitled "Div. & Detail Arresting," insert "7080 LAWAAD."
- In the box entitled "Arresting Officer," insert the name and identifying serial number of the arresting officer, followed by "LAWAAD."

7. Prisoner Arraignment

The LAPD jailer having custody of a prisoner booked by Airport Police officers will cause the prisoner to be transported to the proper court for arraignment.

8. Found Property Storage

Airport Police will maintain a storage facility for property of non-evidentiary value found on LAWA property. The Airport Police Lost and Found Unit will maintain and store all found and abandoned property at LAX. Abandoned property (property which airline passengers must surrender prior to boarding a plane) will thereafter be transferred to LAPD Property Division within 30 days for disposal. Unclaimed found property will be retained by Airport Police for a period of 97 days. At the end of this time period, the property will be transferred by the Airport Police to LAPD Property Division.

B. Evidence and Property Procedures

1. Evidence and Property – Airport Police

Airport Police officers will be permitted to book evidence and property with the LAPD. LAPD officers accepting custody of an Airport Police arrestee will assume responsibility for the custody of all evidence and property associated with the arrest. When property is booked, the concerned Airport Police officer will be given one copy of the Property Report, Form 10.1, or, if more convenient, a copy of the Receipt for Property Taken Into Custody, Form 10.10.

Airport Police officers will have the same responsibilities as LAPD preliminary investigators in booking evidence, transporting evidence to court, and accounting for the disposition of booked evidence and property. LAPD officers will be available to assist Airport Police officers with advice regarding evidence and property procedures.

2. Blood and Urine Samples

Blood and urine samples obtained as evidence by Airport Police officers will be booked at the same location as the arrestee or at LAPD Property Division. LAPD containers will be used when booking the samples.

3. Intoximeter Tests

Intoximeter tests required for an Airport Police investigation will be administered by a qualified Airport Police officer. When the Airport Police officer is not qualified to administer the Intoximeter test, the test will be administered by an LAPD officer and witnessed by the concerned Airport Police officer.

Expert testimony in court relative to the Intoximeter system will be provided by the LAPD.

4. Fingerprint Investigations

Fingerprint investigations required for Airport Police preliminary investigations within the City will be provided by SID. Qualified Airport Police personnel may collect latent prints involving Burglary/Theft from Motor Vehicle crimes, stolen/recovered vehicles and other theft investigations when no qualified LAPD personnel are immediately available.

C. Vehicle Impound Procedures

1. Airport Police

Airport Police employees routinely impound vehicle on airport property under the authority of Section 22651 of the Vehicle Code. In such cases, the impounding Airport Police employee will complete the required reports and make the necessary notifications.

The Airport Police will assume responsibility for conducting all post-storage hearings of vehicles impounded by Airport Police officers when such vehicles are not otherwise subject to an investigation for which the LAPD retains exclusive investigative responsibility.

2. LAPD

LAPD officers will complete required reports for all vehicles which LAPD retains exclusive investigative responsibility. LAPD officers will be available to assist Airport Police officers with advice regarding vehicle impounds, completion of reports, and required notifications.

XI. NOTIFICATIONS

1. General

Each agency shall share intelligence information with the other. If such sharing of intelligence information would jeopardize an investigation or officer safety, then such intelligence information shall be shared only with the LAWA Deputy Executive Director for Law Enforcement and Homeland Security (or his or her designee) or the Los Angeles Police Department Operations-West Bureau Deputy Chief (or his or her designee).

The parties agree that the agency receiving a request for emergency service shall immediately notify the other agency and dispatch a unit to the call. In most instances where LAWA has jurisdiction, the Airport Police will be first responders. If the location of the source of activity or call is such that the other agency has primary investigative responsibility under the terms of this agreement or otherwise has jurisdiction, a notification to the other agency will be made immediately after the dispatch.

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 the other agency. Both agencies agree to include each other in the planning process for situations or events that may impact the other's operation.

2. Specific

Since LAPD has responsibility for seeking the prosecution of persons arrested at LAX, and the Airport Police have the responsibility of reporting all law enforcement action taken in support of the Airport Security Program, each agency will immediately notify the other of all arrests made on airport property or involving civil aviation. At a minimum, these notifications will include:

- a. The name and date of birth of the arrestee;
- b. The crime the suspect was arrested for;
- c. A brief outline of the circumstances of the arrest; and,
- d. Location where the arrestee will be transported for booking.

3. Immediate Notification

The LAPD and Airport Police agree to immediately notify each other when they become aware of any of the following circumstances at or involving LAX:

- a. Homicide, suspected homicide, or death investigation;
- b. Crime of violence where the victim is likely to die;

- c. Robbery involving a weapon other than bodily force;
- d. Rape or sexual assault;
- e. Extortion;
- f. Terrorist threats including bomb threats, or threats against a public official;
- g. Incident requiring the response of LAPD Special Weapons and Tactics personnel;
- h. Assaults involving serious injury;
- i. Any suspicious package when a bomb threat is involved or the LAPD Bomb Squad is notified;
- j. Hate crime;
- k. Crime involving the need for a follow-up investigation by any specialized investigative unit within LAPD;
- l. Missing persons when suspicious circumstances exist or a public figure is involved;
- m. Kidnapping;
- n. Tampering with an aircraft;
- o. Crime involving a loss in excess of \$50,000;
- p. Crime where the facts indicate a connection to a City-wide problem;
- q. Information regarding a crime, wanted person, or arrest which requires an immediate follow-up investigation;
- r. Safe burglaries and thefts involving stolen property in excess of \$5,000;
- s. Traffic collision reportable under LAPD reporting procedures;
- t. Crimes involving domestic violence;
- u. Any crime or incident which has the potential for attracting major press coverage;
- v. Incidents or events likely to affect the security of LAX, including passengers, tenants, airlines, vendors, visitors, etc.;
- w. Situations likely to adversely affect the traffic flow at LAX and on surrounding thoroughfares;

- x. Union or labor demonstrations of any kind; or
- y. Vehicle pursuits that may enter LAX or traverse the surrounding streets.

4. LAPD

Whenever LAPD becomes aware of an incident or event that has the potential to impact any aspect of LAX or VNY operations, whether on airport property or not, LAPD will notify the Airport Police watch commander as soon as possible. This includes information related to breaches of security or violations of the LAX Airport Security Program.

XII. LABOR DEMONSTRATIONIS

The handling of labor demonstrations at LAX requires coordination between the Airport Police and LAPD. In order to handle these events uniformly throughout the City, all labor demonstrations, strike activity, or related events will be handled in a manner consistent with LAPD policy.

However, if the Airport Police determine that any particular labor demonstration or job action poses a hazard to air travel or is in anyway likely to violate TSA security regulations, procedures for handling the demonstration may be modified to address those concerns. This will be done in consultation with the LAPD/Airport Police unified incident commanders.

XIII. VEHICLE PURSUITS

1. General

The Airport Police's vehicular pursuit policy will be consistent with LAPD policy as it relates to pursuits on public roadways.

2. Specific

Whenever Airport Police officers become involved in a vehicular pursuit on a public roadway, they will contact LAPD, advise LAPD of the reason for the pursuit, and request that LAPD assume control of the pursuit. Upon receiving a request to take over a pursuit being conducted by the Airport Police, a black and white LAPD unit, if available, will be assigned to take over the pursuit. If a black and white unit is not available, the Airport Police will maintain control of the pursuit until a LAPD unit is available.

When a pursuit has been taken over by a LAPD unit, LAPD will maintain control of the pursuit, through its termination and until the tactical situation is resolved and all suspects have been apprehended. When the situation is resolved, a determination will be made as to which agency will have control of the arrestees and/or investigation.

Whenever a pursuit transitions from city streets onto Air Operations Areas (AOAs) of either LAX or VNY, LAPD will contact the Airport Police, advise the Airport Police of the reason for the pursuit, and request an Airport Police unit with an Air Traffic Control Radio assume control of the pursuit. Upon receiving a request to take over a pursuit being conducted by the LAPD which transitions onto the AOA, an Airport Police black and white unit, if available, will be assigned to take over the pursuit.

NOTE: The hazards to aviation presented by a pursuit on the AOA are extreme. Except in the most exigent of circumstances, LAPD units ***shall not*** pursue a vehicle onto the AOA.

Airport Police Communications shall notify the Air Traffic Control Tower of the pursuit and provide the controller with the last known direction of travel and any updates if available.

When a pursuit has been taken over by an Airport Police unit on the AOA, the Airport Police will assume control of the pursuit, through its termination and until the tactical situation is resolved and all suspects have been apprehended and/or the pursuit exits the AOA. When the situation is resolved, LAPD will have control of the arrestees and/or investigation with the assistance of Airport Police.

XIV. TRAINING

LAPD and Airport Police agree to participate in joint training. To the extent consistent with capacity and with city priorities in law enforcement and hiring, new Airport Police recruits will be trained at the Los Angeles Police Academy with LAPD recruits. 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 policies and protocols.

XV. HIRING STANDARDS

Airport Police agrees to use the same hiring and selection standards for its sworn officers as is used by the LAPD. The details and operational protocol of the Airport Police hiring process will be addressed in a separate and appended letter agreement.

XVI. PLAINCLOTHES/UNDERCOVER OPERATIONS

In all cases, plainclothes activities on the part of either agency must be conducted in a manner that maximizes the safety of all involved personnel. Therefore, it is incumbent upon both agencies to share pertinent information relative to plainclothes enforcement actions within LAX and surrounding areas. By maintaining a liaison with each other, the parties will be able to coordinate plainclothes activities and avoid interference with one another.

In some cases, the nature of an investigation may be sensitive. If the use of undercover officers is required during the course of such an investigation, the deploying agency will notify the watch commander of the other agency. Confidential investigations will be excluded from this requirement.

XVII. COURT LIAISON

The Airport Police will maintain their own Court Liaison Officer (CLO) who will be responsible for coordinating the service of subpoenas issued by the City Attorney's Office for the prosecution of all misdemeanor arrests by Airport Police officers. The CLO will also liaison with the LAPD CLO on issuance of subpoenas issued by the District Attorney's Office for prosecution of felony arrests involving Airport Police Officers.

XVIII. INVESTIGATION OF OFFICER-INVOLVED SHOOTINGS, IN-CUSTODY DEATHS, AND OTHER CATEGORICAL USE OF FORCE INCIDENTS BY FORCE INVESTIGATION DIVISION.

The Airport Police's use-of-force policy will be consistent with existing LAPD policy. LAPD will notify the Chief of Airport Police whenever LAPD has made any changes in its use-of-force policy.

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

FID will assume responsibility for conducting the administrative investigation of a Categorical Use of Force incident on behalf of the Airport Police. The administrative investigation report will be provided to LAWA's Deputy Executive Director for Law Enforcement and Homeland Security. The Board of Police Commissioners, Office of the Inspector General, will prepare an independent analysis of the administrative investigation and submit it to the Board of Airport Commissioners for its consideration as it adjudicates the incident in accordance with LAWA's established procedures for review of Categorical Use of Force Incidents.

XIX. RESOLUTION OF DISPUTES REGARDING TERMS OF AGREEMENT

MOA-related disputes between the parties will be resolved through the appropriate chain of command.

If the matter in dispute involves a law enforcement issue that requires immediate resolution, the decision of the LAPD Commanding Officer, LAX Field Services Division, will be followed until such time that the matter can be reviewed at a higher level.

POINTS OF CONTACT

The successive points of contact for all matters related to the implementation and execution of this MOA will be as follows:

A. LAPD:

1. Commanding Officer, LAX Field Services Division
2. Commanding Officer, Pacific Area
3. Commanding Officer, Operations-West Bureau
4. Director, Office of Operations
5. Chief of Police

B. LAWA Police Division:

1. Commanding Officer, Airport Police Patrol Services Section
2. Assistant Chief, Airport Police Operations Bureau
3. Chief of Airport Police
4. Deputy Executive Director for Law Enforcement and Homeland Security
5. Executive Director, Los Angeles World Airports

APPROVED:

ANDREA SHERIDAN ORDIN, President
Los Angeles Board of Police Commissioners



CHARLIE BECK, Chief
Los Angeles Police Department

Date

4-4-13

Date

MICHAEL A. LAWSON, President
Board of Airport Commissioners

Date

GINA M. LINDSEY, Executive Director
Los Angeles World Airports

Date

PATRICK M. GANNON
Chief of Airport Police

Date