

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY,  
NATIONAL PROTECTION AND PROGRAMS DIRECTORATE  
FEDERAL PROTECTIVE SERVICE  
AND  
THE LOS ANGELES POLICE DEPARTMENT  
REGARDING CALIFORNIA PEACE OFFICER ENFORCEMENT AUTHORITY FOR  
CERTIFIED FEDERAL PROTECTIVE SERVICE PERSONNEL**

**1. PARTIES.**

The Parties to this Memorandum of Understanding (MOU) are the United States Department of Homeland Security, National Protection and Programs Directorate, Federal Protective Service (FPS) and the Los Angeles Police Department (LAPD).

**2. AUTHORITIES.**

This MOU is authorized under the provisions of:

- a. Title 40, United States Code, Section 1315, *Law Enforcement Authority of Secretary of Homeland Security for Protection of Public Property*;
- b. Department of Justice Attorney General Guidelines for the Exercise of Law Enforcement Authorities by Officers and Agents of the Department of Homeland Security Under 40 U.S.C. § 1315, dated February 18, 2005;
- c. Department of Homeland Security (DHS) Delegation Number 17007, *Delegation of Administration of the Federal Protective Service*;
- d. National Protection and Programs Directorate (NPPD) Delegation Number 17007.00, *Delegation of Administration of the Federal Protective Service*;
- e. FPS Director Memorandum, *Delegation of Authority to Enter into and Sign Law Enforcement Mutual Support Agreements with Other Federal Law Enforcement Agencies, and State and Local Governments and Law Enforcement Agencies*;
- f. Section 832, California Penal Code; and,
- g. Section 830.8(b), California Penal Code.

**3. PURPOSE.**

The purpose of this MOU is to facilitate California Peace Officer law enforcement authority for certified FPS personnel, and establish procedures for the coordination of law enforcement activities between the FPS and the LAPD relating to the protection of Federal property and persons on the property within the City of Los Angeles. This MOU is only applicable to FPS law enforcement personnel and does not apply to FPS contract security officers.

#### **4. RESPONSIBILITIES.**

**The FPS shall:**

- a. Maintain a list of FPS law enforcement personnel who have satisfied the training requirements of Section 832 of the California Penal Code and provide said list to the LAPD upon request.**
- b. Consistent with Federal law, have primary law enforcement responsibility for property owned or controlled by the Federal government under exclusive or concurrent Federal jurisdiction within the City of Los Angeles.**
- c. Consistent with Federal law, the FPS will continue to support local law enforcement for all property owned or controlled by the Federal government under proprietary jurisdiction.**
- d. In conjunction with the protection of Federal property owned or possessed by the United States government and the persons thereon, enforce state and local laws within that property or on any street, sidewalk, or property adjacent thereto within the City of Los Angeles, subject to the availability of FPS law enforcement personnel who obtain certification as Peace Officers in accordance with Section 830.8(b) of the California Penal Code.**
- e. Any bookings into a LAPD jail facility by FPS law enforcement personnel will be done in accordance with LAPD policies and regulations.**
- f. Any bookings into a LAPD jail facility by FPS law enforcement personnel for a City of Los Angeles arrest warrant, or an arrest made within the City of Los Angeles where the LAPD requests or accepts a case from the FPS, FPS law enforcement personnel shall complete all necessary paperwork needed as specified by the LAPD for approval by the Watch Commander of the concerned Area or the LAPD Jail Division Watch Commander.**

**The LAPD shall:**

- a. Consistent with the provision of Section 830.8(b) of the California Penal Code, provide written consent for the exercise of California Peace Officer law enforcement authority by FPS law enforcement personnel who are certified in accordance with Section 832 of the California Penal Code to, in conjunction with the protection of Federal property owned or possessed by the United States government and persons thereon, enforce applicable state and local laws on Federal property owned or possessed by the United States government, or on any street, sidewalk, or property adjacent thereto within the City of Los Angeles.**
- b. Have primary law enforcement responsibility for streets, sidewalks, or property adjacent to property owned or occupied by the Federal government under the jurisdiction of the State of California within the City of Los Angeles.**

## **5. POINTS OF CONTACT.**

The FPS primary point of contact for this MOU is Regional Director Mario A. Canton, DHS-NPPD-Federal Protective Service-Region 9, 450 Golden Gate Avenue, #5474, San Francisco, California 94102, 415-522-3448 (office), 415-522-3218 (fax), [mario.canton@dhs.gov](mailto:mario.canton@dhs.gov) (electronic mail). The LAPD primary point of contact for this MOU is Commander Matt Blake, Assistant to the Director, Office of Operations, Los Angeles Police Department, 100 West First Street, Los Angeles, California 90012, 213-486-0120 (office), [matt.blake@lapd.lacity.org](mailto:matt.blake@lapd.lacity.org) (electronic mail).

## **6. OTHER PROVISIONS.**

- a. Nothing in this MOU confers general law enforcement authority on FPS law enforcement personnel outside the normal scope of FPS law enforcement duties and the authority found in 40 U.S.C. § 1315. The FPS law enforcement personnel who obtain Peace Officer status by virtue of this MOU may only exercise that authority in conjunction with their protection of Federal property owned or possessed by the United States government and the persons thereon.
- b. Nothing in this MOU is intended to conflict with current laws or regulations or the directive of the DHS, the FPS, other Federal agency or the LAPD. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
- c. The Parties acknowledge that this MOU does not constitute the obligation of monetary funds nor promise of indemnification by either party. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, except as incorporated into an interagency agreement that complies with the 31 U.S.C. § 1501 and the Economy Act (or other applicable interagency transfer statute). Further, no provisions of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. § 1341 (the Anti-Deficiency Act).
- d. The Parties retain all rights, privileges, immunities, and defenses provided under law and there shall be no joint or several liabilities for any action taken by either of the Parties pursuant to this MOU. Nothing in this MOU shall be construed to create an agency relationship between the Parties.

## **7. EFFECTIVE DATE.**

The terms of this MOU become effective upon the date of signatures of both parties.

## **8. MODIFICATION.**

This MOU may be modified upon the mutual written consent of duly-authorized representatives of the Parties.

## 9. TERMINATION.

The terms of this MOU, as modified with the consent of both Parties, will remain in effect until either party, upon 30 days written notice to the other party, requests termination of this MOU.

### APPROVED BY:

For the Federal Protective Service



Mario A. Canton  
Regional Director, Region 9  
Federal Protective Service

Date: JULY 23, 2012

For the Los Angeles Police Department



Charlie Beck, Chief  
Los Angeles Police Department

Date: July 10, 2012

Attachment

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