

**MEMORANDUM OF AGREEMENT
FOR
ACADEMY RECRUIT TRAINING
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF REDONDO BEACH**

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EXHIBIT A - ACADEMY RECRUIT TRAINING RATE

**MEMORANDUM OF AGREEMENT
FOR
ACADEMY RECRUIT TRAINING
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF REDONDO BEACH**

This Memorandum of Agreement ("Agreement") is entered into by and between the County of Los Angeles ("County") and City of Redondo Beach ("Public Entity.")

RECITALS

- (a) Whereas, the Public Entity is desirous of contracting with the County for the training of its peace officer recruits ("recruits") by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the Sheriff's Department operates a California Peace Officer Standards and Training ("POST") certified law enforcement training academy and provides law enforcement training for new recruits in accordance with POST standards; and
- (c) Whereas, the County is agreeable to rendering such recruit training services to the Public Entity under the terms and conditions set forth in this Agreement; and
- (d) Whereas, this Agreement is authorized pursuant to Section 56 ½ or 56 ¾ of the Charter of the County of Los Angeles and/or Section 51301 of the California Government Code.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, as available, through the Sheriff's Department, to provide POST-certified training for Public Entity recruits. The classification, number of recruits, and training duration shall be mutually agreed upon by both parties and shall include all required POST mandates.
- 1.2. Requests for training shall be made in writing by the Public Entity and shall include the number of recruits and requested training dates in a Public Entity letterhead.

Requests shall be submitted to the Los Angeles County Sheriff's Department Training Bureau Recruit Training Unit 11515 S. Colima Road, Building K Whittier, CA 90604 562-906-5468.

- 1.3 The Sheriff's Department shall provide all instruction, supervision, materials, facilities and equipment necessary for the academy training, as available. Notwithstanding the foregoing, the Public Entity shall provide all standard gear and tools required by the respective Public Entity.
- 1.4 Public Entity recruits shall remain employees of the Public Entity throughout the training period. They shall not be considered employees or agents of the County for any purpose.
- 1.5 Public Entity employees can take no action to bind the County. Public Entity employees are solely to be trained by County employees, their agents, or contractors.
- 1.6 Public Entity employees who train with the Sheriff's Department pursuant to this Agreement shall remain employees of the Public Entity and shall not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County based on this Agreement.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The training services provided by the Sheriff's Department will be supervised and administered solely by the County.
- 2.2 All Public Entity recruits shall remain subject to the control, discipline, and personnel policies of the Public Entity.
- 2.3 With regard to Paragraphs 2.1 and 2.2 above, in the event of an unresolved dispute over the minimum level of performance of services, the County shall have final and conclusive determination as between the parties hereto.
- 2.4 The Public Entity agrees to bear all costs associated with the training of its recruits. In instances where the recruit is separated prior to the completion of the Sheriff's Department training academy due to any injury, physical incapacity preventing the recruit from passing any assessments or written testing, or where the recruit either

elects or is unable to return to the training academy, or the Public Entity elects to withdraw the recruit from academy training, the County will prorate the fee for service.

- 2.5 The Public Entity shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Public Entity. Except as herein otherwise specified, the Public Entity shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the Public Entity.
- 2.6 The County shall not be responsible for any employment-related liabilities pertaining to the Public Entity's recruit.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

- 3.1 The County shall not be considered the employer of any Public Entity recruit receiving training services under this Agreement, and as such, shall not be responsible for any liabilities arising from acts or omissions of the Public Entity, their employees, agents, or subcontractors. The Public Entity agrees to indemnify, defend, and hold harmless the County, its officers, drill instructors, employees, agents, and County representatives from any and all claims, demands, actions, causes of action, liabilities, damages, or expenses (including, but not limited to, attorney's fees and costs) arising out of or related to any allegations or claims, including but not limited to, sexual harassment, discrimination, or any other unlawful conduct, occurring during or related to the performance of this Agreement, provided that such claims arise from the actions of the Public Entity, their employees, agents, or subcontractors.

- 3.2 The Public Entity further acknowledges and agrees that the County is not responsible for any employer-related obligations, including but not limited to those related to workers' compensation, employment taxes, or benefits for the Public Entity's personnel.
- 3.3 This indemnification emphasizes that the County is not acting as an employer and clarifies that the Public Entity is responsible for indemnifying the County against any claims or liabilities arising from their employees or subcontractors' actions, particularly in sensitive areas like sexual harassment or discrimination. The provision also makes clear that the indemnification obligation excludes the County's own negligence.

4.0 TERM OF AGREEMENT

This Agreement shall commence July 1, 2025, or upon execution by the Sheriff, whichever is later, and shall remain indefinite, unless sooner terminated in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty days (60) calendar days advance written notice to the other party.
- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with thirty (30) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 5.3 In the event of a termination, all outstanding financial obligations incurred by the Public Entity prior to the termination shall remain due and payable.

6.0 BILLING RATES

- 6.1 For and in consideration of the rendition of the services outlined in this Agreement to be performed by the County for the Public Entity under this Agreement, the Public Entity shall pay the County for said services provided by the County under the terms of this Agreement at the prevailing billing rates set forth on Exhibit A, Academy Recruit Training Rate, as established by the County Auditor-Controller. The prevailing rate used shall be the rate in place at the onset of the academy class and shall prevail in instances where the academy class end date is within a new fiscal year.
- 6.2 The billing rates set forth on Exhibit A, Academy Recruit Training Rate, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto this Agreement without requiring formal amendment and notice. The rate reflects the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 6.3 The billing rates published, Academy Recruit Training Rate, is developed and deemed appropriate by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees' (except Deputy Sheriff - Reserves) salaries and benefits, the administration of workers' compensation benefits, and the overhead of the County and any other attributable costs to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.
- 6.4 The Sheriff's Department reserves the right to waive the Academy Recruit Training Rate to Public Entities that agree to provide a drill instructor for a period of no less than 12 months. The extent of the annual waiver to Public Entities may not be applied to all of Public Entities' recruits in the 12-month period and will be determined prior to the effective date of each 12-month period. It shall be understood by all parties that the cumulative annual sum of the waiver of the Academy Recruit Training Rate to Public Entities is intended to represent the

estimated annual cost of a drill instructor.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff's Department, shall render to the Public Entity a one-time invoice for the full cost of training services associated with the academy class. This invoice shall be issued upon the commencement of the academy class or as otherwise agreed upon in writing by both parties. Proration of training costs in the event of early separation of a recruit shall be handled in accordance with Section 2.4 of this Agreement.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Public Entity shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Paragraphs 7.1 and 7.2 above.

8.0 AMENDMENTS

With the exception of Amendments made pursuant to Paragraph 6.2 which do not require the signature of either party, all other changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Public Entity.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other

party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

The Public Entity represents and warrants that the person executing this Agreement for the Public Entity is an authorized agent who has actual authority to bind the Public Entity to each and every term, condition, and obligation of this Agreement and that all requirements of the Public Entity have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012

Notices to the Public Entity shall be addressed as follows:

City of Redondo Beach
Attn: Chief of Police
401 Diamond Street
Redondo Beach, California 90277

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, Academy Recruit Training Rate, and any Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersede all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Sheriff, and the Public Entity has caused this Agreement to be executed on its behalf by its authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Robert G. Luna, Sheriff

Date _____

CITY OF REDONDO BEACH

By _____
Name, Title

Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By Michèle Jackson
Deputy County Counsel

APPROVED AS TO FORM:

By _____
Title

EXHIBIT A

ACADEMY RECRUIT TRAINING RATE



Fiscal Year 2025-2026

Billing rates effective July 1, 2025:

Service	Rate
Per Recruit	\$7,832.00