#### INTRADEPARTMENTAL CORRESPONDENCE

June 14, 2013 14.5

**TO:** The Hono

The Honorable Board of Police Commissioners

**FROM:** Chief of Police

**SUBJECT:** MEMORANDUM OF AGREEMENT BETWEEN THE LOS ANGELES

POLICE DEPARTMENT AND THE UNIVERSITY OF SOUTHERN CALIFORNIA REGARDING TRAINING OF UNIVERSITY OF SOUTHERN CALIFORNIA PUBLIC SAFETY OFFICERS

#### RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Memorandum of Agreement (MOA) between the Los Angeles Police Department (LAPD) and the University of Southern California (USC).

2. That the Board AUTHORIZE the Chief of Police to execute the MOA.

#### DISCUSSION

This Memorandum of Agreement allows members of the USC Department of Public Safety to attend various police training courses and sessions provided by LAPD for a fee. The schedule of training fees for outside agencies is attached. The Office of the City Attorney and LAPD's Fiscal Operations Division have 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,

CHARLIE BECK Chief of Police

Attachments

## MEMORANDUM OF AGREEMENT BETWEEN

#### THE LOS ANGELES POLICE DEPARTMENT

#### **AND**

# THE UNIVERSITY OF SOUTHERN CALIFORNIA REGARDING TRAINING OF

#### UNIVERSITY OF SOUTHERN CALIFORNIA PUBLIC SAFETY OFFICERS

#### I. PARTIES

This Memorandum of Agreement ("MOA" or "Agreement") is entered into by and between the Los Angeles Police Department ("LAPD") and the University of Southern California ("USC"), hereinafter "Party" or "Parties".

#### II. PURPOSE

The purpose of this MOA is to allow members of the USC Department of Public Safety to attend police training courses and sessions provided by the LAPD for a fee.

#### III. TERM AND NOTICE

This MOA shall become effective on the date it is executed below by all Parties and shall remain in effect for three (3) years unless terminated sooner by either Party upon thirty (30) days advance written notice to the other Party. Written notices concerning the termination of this MOA shall be sent by registered or certified mail to the following addresses:

Chief of Police, Los Angeles Police Department, 100 West 1<sup>st</sup> Street Los Angeles, California 90012

Chief of Police, University of Southern California, 3667 South McClintock Avenue Los Angeles, California 90089-1912

#### IV. RESPONSBILITIES

The USC Public Safety Officers will, for a fee, be provided training by the LAPD at mutually agreed upon police training courses and sessions. The LAPD shall allocate sufficient space for USC Public Safety Officer candidates in each selected training course and session. If USC requests training that exceeds the mutually agreed upon number of spaces, and in the event that the LAPD cannot accommodate the additional training

spaces requested, USC may secure such training through other available California Commission on Peace Officer Standards and Training (POST) certified police training providers. The LAPD reserves the right to exclude or remove from any training course or session any USC Public Safety Officer who does not meet LAPD or POST standards as required.

### V. FEES FOR LAPD TRAINING

The USC agrees to pay the fee approved by the LAPD Board of Police Commissioners pursuant to the Los Angeles Municipal Code Section 22.239 for each USC Public Safety Officer who attends LAPD training courses and sessions. The LAPD reserves the right to adjust the fees on an annual basis based on the Cost of Living increases. In the event a USC Public Safety Officer does not complete the police training course or session, USC shall pay a prorated portion of the fee to the LAPD for the training provided.

The LAPD will charge USC by way of invoice for all police training courses and sessions upon completion. The invoices shall include specific information as to the number of USC Public Safety Officers trained and the specific charges for the various training courses and sessions attended. Payment shall be remitted to the LAPD within 30 days.

The LAPD shall submit all invoices with supporting documentation to:

University of Southern California, 3667 South McClintock Avenue Los Angeles, CA 90089-1912 Attention: Chief John Thomas, Department of Public Safety

The LAPD designates the following officials as the point of contacts:

For Billing:

Laura Luna, Police Administrator 100 West 1<sup>st</sup> Street, Room 768, Los Angeles, CA 90012 Telephone: (213) 486-8590; Facsimile: (213) 486-0299

Email: laura.luna@lapd.lacity.org

For all other purposes:

Commanding Officer, Recruit Training 5651 W. Manchester Avenue, Los Angeles, CA 90045 Telephone: (310) 342-3010; Facsimile: (310) 342-0634

## Memorandum of Agreement University of Southern California Public Safety

The USC designates the following official as the point of contact:

John Thomas, Chief 3667 South McClintock Avenue, Los Angeles, CA 90089-1912

Telephone: (213) 740-6041; Facsimile: (213) 746-2397

Email: JThomas@caps.usc.edu

Course training materials are included in the agreed fee. However, all costs for related equipment such as, but not limited to, uniforms, safety equipment and ammunition required for the training courses and sessions shall be the responsibility of USC.

#### VI. LIABILITY

All liability for injuries to USC Public Safety Officers incurred while engaged in LAPD training courses and sessions shall be assumed by USC. Medical and related expenses incurred shall be the responsibility of USC. The LAPD does not assume any liability for damages or injury suffered or incurred by the USC Public Safety Officer or his/her property while participating in training courses and training sessions provided by LAPD.

The USC agrees to hold harmless, indemnify, and defend the LAPD, and its officers, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs of every nature, and causes of action arising out of or in connection with this Agreement.

## VII. MEMORANDUM OF AGREEMENT

Los Angeles Police Department

This Memorandum of Agreement for training of USC Public Safety Officers by the LAPD does not modify or supersede any existing Memorandum of Agreement between the City, LAPD and USC.

APPROVED:	
JOHN THOMAS Chief/Executive Director Department of Public Safety University of Southern California	Date
CHARLIE BECK Chief of Police	Date_6.12.13