

**MEMORANDUM OF UNDERSTANDING
REGARDING THE REIMBURSEMENT COSTS FOR
OFF-DUTY PERSONNEL AT SPECIAL EVENTS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on July ____, 2024 and is by and between the City of Indio and the City of Menifee collectively referred to herein as the "Participating Agencies" or "Parties" or individually as a "Participating Agency" or "Party."

RECITALS

A. From time to time, a Party will need to utilize off-duty law enforcement personnel (hereinafter "Off-Duty Personnel" as defined below) from the other Participating Agency to assist with staffing "Special Events" (as defined below) at their respective cities.

B. The Parties desire to have a common understanding and agreement regarding reimbursement for utilizing such Off-Duty Personnel and related equipment at Special Events.

NOW, THEREFORE, in consideration of such recitals, and the mutual promises, obligations and covenants herein contained, the Parties hereby agree as follows:

Section 1. The Parties accept the above recitals as true and correct and incorporate them herein as if they were fully restated in this MOU.

Section 2. For the purpose of this MOU the terms set forth in this Section have the meaning ascribed herein:

A. "Actual Overtime Rate" shall mean the rate of overtime pay for the specific rank or job classification of each Off-Duty Personnel actually paid or to be paid by the employing Participating Agency. The Parties acknowledge that the "Actual Overtime Rate" will vary among Off-Duty Personnel as well as among the Participating Agencies. For example, certain Off-Duty Personnel may receive pro-rata stipends and/or certificate pay. In such case, if the Participating Agency includes such pay as part of the Off-Duty Personnel's overtime rate, then the Actual Overtime Rate will include such amount.

B. "Off-Duty Personnel" shall mean sworn peace officers, dispatchers, community service officers, reserve peace officers and similar employees of a Participating Agency's police or public safety department, that are off-duty, and are not on-call, from the Participating Agency.

C. "Special Events" shall mean any festival, concert, parade, celebration, social gathering, or similar event held, sponsored, or permitted by a Participating Agency, and any protest, demonstration, or similar occurrence within the territorial jurisdiction of a Participating Agency for which that Participating Agency has determined the need for additional personnel. The Parties agree that Special Events includes, without limitation, the Coachella Valley Arts and Music Festival and Stagecoach Festival.

Section 3. The Parties agree that a requesting Party may utilize the Off-Duty Personnel and equipment, to the extent available and on the terms provided herein, of a Participating Agency to augment the requesting Party's law enforcement staffing needs at Special Events. The requesting Party shall make a written request to the other Participating Party's Chief of Police describing the Special Event, the relevant date(s) and time(s), the needed services, the number of Off-Duty Personnel, and the number and type of any equipment desired together with any other pertinent information. The Chief of Police shall respond in writing within fifteen (15)

days, or within such other time as is agreed upon by the requesting and responding Parties, if the request can be accommodated. A responding Party has no obligation to accommodate a request unless, in the sole determination of the responding Party, it may feasibly do so without any undue hardship or material impact to its ability to provide public safety services within its jurisdiction. A responding Party has no obligation to compel or otherwise direct any Off-Duty Personnel to make themselves available in response to a requesting Party's request.

Section 4. The Parties agree that each requesting Participating Agency shall reimburse the other Participating Agency that provides Off-Duty Personnel and/or equipment at the rates set forth in the following Rate Schedule. A Participating Agency will only be reimbursed for the actual Off-Duty Personnel and equipment supplied by it and only to the extent such Off-Duty Personnel and equipment was specifically requested by the Requesting Party.

Rate Schedule	
Off-Duty Personnel	Actual Overtime Rate
Marked Patrol Vehicle	\$50.00 per day
Plain Vehicle	\$30.00 per day
Motorcycle	\$15.00 per day
Bicycle	\$5.00 per day
Handheld Police Radio	\$6.00 per day

Beginning in 2024 the reimbursement rates for equipment shall be adjusted each July 1st by the percentage increase or decrease for the preceding twelve (12) month period ending in May of the subject year in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario metro area, not seasonally adjusted, base period 2017 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics.

In addition to making reimbursement for the cost as provided above, each requesting Party shall pay each Participating Agency that provided Off-Duty Personnel and/or equipment an administrative fee equal to two percent (2%) of the total amount to be reimbursed to that Party.

Section 5. The responding Party shall invoice the requesting Party within thirty (30) days of the Off-Duty Personnel and/or equipment being provided. The invoice shall include the names of the Off-Duty Personnel, the day(s) and hours worked, the corresponding Actual Overtime Rate, and a listing of any equipment. The requesting Party shall compare the invoice with the timesheets kept by the requesting Party for the service and shall within forty-five (45) days of receipt of the invoice either pay the invoice or, if there is a difference between the invoice and the timesheets, the Parties through their respective Chiefs of Police shall within fifteen (15) days meet to discuss and reconcile any differences after which the requesting Party shall pay the agreed upon invoice amount to the responding Party within thirty (30) days.

Section 6. Each Party is a public entity. This indemnity provision is written in contemplation of the provisions of Government Code Section 895.2, which impose certain liability jointly upon public entities, solely by reason of such entities being parties to an agreement as

defined in Government Code Section 895. In the event a court of competent jurisdiction construes this MOU to be an agreement as defined in Government Code Section 895, each Party hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, including the performance of services provided by their respective Off-Duty Personnel, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party agrees to indemnify and hold harmless the other Party for any loss, cost, or expense, including actual attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

Section 7. This MOU is deemed to have been prepared by all of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to applicable rules of interpretation of contracts under the laws of the State of California.

Section 8. This MOU may not be terminated or amended, either in whole or in part, except by mutual consent of all the Parties.

Section 9. This MOU shall be governed and interpreted according to the laws of the State of California. The venue for any action or claim shall be the County of Riverside.

Section 10. This MOU may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this agreement. Moreover, electronic, scanned or facsimile copies of signatures shall be accepted as valid and binding.

Section 11. Any notice required to be given to a Party shall be deemed duly given upon delivery if sent to the Participating Agency's Chief of Police and City Manager at the address of their respective city.

Section 12. This MOU represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This MOU may be amended only by a written instrument signed by all of the Parties.

Section 13. In the event a dispute arises with respect to the interpretation or performance of all or any part of this MOU, the Parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each Party agrees to consider the use of voluntary mediation prior to resorting to litigation. If mediation is utilized by the Parties, each Party agrees that no award or decision resulting therefrom shall include punitive damages. Should any dispute lead to litigation, the prevailing Party shall be entitled to recover from the other Party all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

Executed as of the day and year first written above.

CITY OF MENIFEE

CITY OF INDIO

By: _____
Armando G. Villa, City Manager

By: _____
Bryan Montgomery, City Manager

Attest:

Attest:

By: _____
Sarah Manwaring, City Clerk

By: _____
Sabdi Sanchez, City Clerk

Approved as to form:

Approved as to form:

By: _____
Jeff Melching, City Attorney

By: _____
Steven P. Graham, City Attorney