

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Daniel Hurtado, Public Safety Analyst
Chris Escobedo, Assistant City Manager

SUBJECT: APPROVAL OF LAW ENFORCEMENT RESPONSIBILITIES
MEMORANDUM OF UNDERSTANDING AGREEMENTS WITH THE
COUNTY OF RIVERSIDE, CALIFORNIA STATE UNIVERSITY, SAN
BERNARDINO, COLLEGE OF THE DESERT, AND THE UNIVERSITY OF
CALIFORNIA, RIVERSIDE

RECOMMENDATION:

1. Approve a Law Enforcement Responsibilities Memorandum of Understanding (MOU) Agreement between the City of Palm Desert; the County of Riverside; California State University, San Bernardino; the University of California, Riverside; and College of the Desert.
2. Authorize the City Manager to execute the MOU agreement.

BACKGROUND/ANALYSIS:

The California Education Code mandates that campus law enforcement agencies hold primary authority for delivering police and security services on their respective campuses. Additionally, both public and independent post-secondary institutions are required to formalize written agreements with local law enforcement agencies. These agreements are essential for delineating responsibilities related to the investigation of Part 1 violent crimes occurring on campus grounds. Part 1 violent crimes include willful homicide, forcible rape, robbery, and aggravated assault.

There are currently three college campus sites located within the City of Palm Desert:

1. College of the Desert (COD)
2. California State University, San Bernardino – Palm Desert Campus (CSUSB-PDC)
3. University of California, Riverside – Palm Desert Campus (UCR-PDC)

While these campuses have security personnel, they currently lack dedicated police officers stationed on-site.

Under these agreements, the Riverside County Sheriff's Department will serve as the primary law enforcement authority for each campus. However, pre-planned events at CSUSB-PDC and UCR-PDC—such as concerts and special occasions—university police personnel will provide an enhanced law enforcement presence. At this time, College of the Desert does not have sworn police officers assigned to its campus.

The agreement will remain in effect for a period of five years, commencing on February 27, 2025. Either party may terminate the contract with thirty (30) days' advance written notice.

Staff recommends the establishment of these written agreements to clearly define the roles and responsibilities of campus law enforcement agencies and local law enforcement authorities. This initiative will enhance coordination and collaboration, thereby strengthening collective responses to violent incidents on campus.

Legal Review:

This report has been reviewed by the City Attorney's Office.

Strategic Plan:

This matter aligns with the Public Safety and Emergency Services section of the Palm Desert Strategic Plan, specifically Priority 1: Enhance the Delivery of Public Safety Services. This strategy aims to expand the exceptional services provided by fire and police departments to accommodate future growth and evolving safety needs.

FINANCIAL IMPACT:

The cost recovery provision for this agreement is currently set at \$0.00. However, the City retains the right to renegotiate the cost recovery fee through the termination clause if future assessments indicate a need for adjustments. Additionally, the City has negotiated specific facility usage provisions within the MOU to enhance services to the community. At present, the Riverside County Sheriff's Department receives a minimal number of service calls from these locations.

ATTACHMENTS:

1. Memorandum of Understanding Agreement
2. California Education Code 67381