

**LAW ENFORCEMENT RESPONSIBILITIES
MEMORANDUM OF UNDERSTANDING**

This Law Enforcement Responsibilities Memorandum of Understanding (“MOU”) is entered into this 27 day of February, 2025 by and between the **City of Palm Desert**, a California municipal corporation (“City”), the **Riverside County Sheriff’s Department** (“RSO”), **California State University, San Bernardino Palm Desert Campus** (“CSUSB-PD”), **College of the Desert** (“COD”) and **University of California, Riverside Palm Desert Campus** (“UCR-PD”). City, RSO, CSUSB-PD, COD, and UCR-PD may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, this MOU is entered into pursuant to, and in compliance with the requirements set forth in California Education Code (“Education Code”) Section 67381; and

B. WHEREAS, the Section 67381 of the Education Code mandates that local law enforcement agencies enter into written agreements with campus law enforcement agencies located in the jurisdictions of local law enforcement agencies for the purposes of delineating responsibilities related to the investigation of “Part 1 violent crimes” that occur on campus grounds; and

C. WHEREAS, while the CSUSB-PD, UCR-PD, and COD campuses are all staffed with security personnel, they currently lack dedicated police officers at each site; and

D. WHEREAS, the Parties desire to set forth the terms and conditions under which RSO shall serve as the primary law enforcement agency with principle law enforcement jurisdiction over the geographical areas that encompass the CSUSB-PD, COD, and UCR-PD campuses.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. MOU Effective Date and Term

1.1 This MOU shall become effective as of the date on which the last Party executes this MOU (“Effective Date”).

1.2 The Term of the MOU will commence on the Effective Date of this MOU and will remain in effect, unless cancelled by the Parties, upon thirty (30) day written notice of such cancellation or modified or superseded by mutual agreement in writing.

2. Scope of Services

2.1 RSO shall serve as the primary law enforcement agency, having principle law enforcement jurisdiction at the CSUSB-PD, COD, and UCR-PD campuses (hereinafter referred to as the “Colleges”). RSO shall also provide police response to service calls at the Colleges, as part of RSO’s routine patrol of the City.



2.2 All law enforcement matters, including Part I violent crimes, shall be reported by the Colleges to RSO. RSO shall also provide additional law enforcement services to Colleges, which include investigations, traffic enforcement, and crime reporting. RSO shall be required to provide the Colleges with copies of all police reports and documentation, prepared by RSO in conjunction with incidents occurring at the Colleges.

2.3 CSUSB-PD and UCR-PD are required by state and federal law to report criminal statistics in and around university property. Consequently, RSO shall be required to provide an annual crime report to both CSUSB-PD and UCR-PD to ensure their compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. RSO has established a crime reporting district of #38G1 for CSUSB-PD and UCR-PD to facilitate record management.

2.4 The CSUSB and UC Police Departments shall make periodic visits to the CSUSB-PD and UCR-PD campuses and may, under certain circumstances, such as during special events, provide additional CSUSB and UC police officers to service those events. When such services are being provided, the CSUSB and UCR Police Departments will notify RSO of their presence. All pre-planned events, such as political demonstrations, lectures, seminars, concerts or other special events, which require a law enforcement or police presence, will be coordinated between CSUSB Police Department and UCR Police Department to determine the appropriate staffing of police and/or security personnel, which may be staffed by CSUSB and/or UCR Police Department personnel.

2.5 Parking enforcement officer(s) who are employed by CSUSB and UCR and assigned to patrol the CSUSB-PD and UCR-PD campuses shall report any incidents of crime to RSO.

3. Additional Terms

3.1 CSUSB-PD shall operate as a designated cooling center yearly, from June 1st to August 1st, as mutually agreed to by CSUSB-PD and the City.

3.2 UCR-PD shall allow the City to utilize its auditorium four (4) times per year at no cost as mutually agreed to by UCR-PD and the City.

3.3 UCR-PD shall permit RSO to use its campus and facilities once per year for training purposes, in coordination with the UCR Police Department as mutually agreed to by UCR-PD and RSO.

3.4 COD shall grant the City the right to utilize certain COD facilities as a mass care and shelter facility in the event of an emergency as mutually agreed to by COD and the City.

4. Insurance

4.1 With exception to the City, the Parties agree that they shall each obtain the necessary insurance coverages and amounts to perform their respective duties and responsibilities set forth under this MOU.



5. Authority and Responsibility

5.1 A written directive shall define the authority and responsibilities of all officers. If applicable, the directive shall include arrest authority and the source from which such authority is drawn.

5.2 It is critical to clearly delineate the authority and responsibilities of each type of officer that an agency employs. Given that many institutions employ both sworn and non-sworn officers, with varying responsibilities, it is imperative to ensure a clear understanding of the roles and authority of campus law enforcement and security officers as defined by state laws. The Parties shall ensure that respective roles are documented and made transparent to all officers and relevant personnel to avoid ambiguities regarding their vested responsibilities.

6. Mutual Aid and Memoranda of Understanding Agreements

6.1 If any Party to this agreement establishes written agreements with external agencies to provide mutual aid or assistance, such agreements shall, at a minimum, include the following details: a. The legal status of agencies and personnel responding to mutual aid requests; b. Procedures for vesting provider agency personnel with the legal authority to act within the receiver agency's jurisdiction; c. Procedures for requesting aid or assistance; d. Identification of the positions authorized to request aid or assistance; e. Identification of the positions to whom outside personnel are to report; f. Procedures for coordinating radio communication with outside personnel; g. Details of any expenditures, including which should be borne by the receiver agency to compensate for the use of the provider agency's resources; and h. Procedures for the review and revision of the agreement.

6.2 The Parties agree to coordinate mutual aid responses in alignment with the aforementioned standards to ensure seamless integration of support during critical incidents.

7. Standard Provisions

7.1 Indemnification. To the fullest extent permitted by law, the Parties shall defend, indemnify, and hold the City, and their respective officials, officers, employees, volunteers, clients, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any negligent acts or omissions, or willful misconduct of the indemnifying Parties in connection with this MOU, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. The Parties' obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, or their respective officials, officers, employees, agents, volunteers or representatives.

To the fullest extent permitted by law, City will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all claims, losses, expenses, liability, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind ("Claims") resulting from or arising out of the MOU, provided such Claims are due or claimed to be due to the acts or omissions of City, its officers, employees, agents, sub-suppliers, or anyone



directly or indirectly employed by City, or any person or persons under City's direction and control. UC agrees to provide City with prompt notice of any such Claim and to permit City to defend any Claim, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such Claim, and the right to consent to any settlement, which consent will not unreasonably be withheld.

7.2 Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City:

City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260
Attn: L. Todd Hileman

To RSO:

Riverside County Sheriff's
Department Palm Desert
73705 Gerald Ford Drive
Palm Desert, CA 92211
Attn: Jason Sexton

To CSUSB-PD:

CSU - San Bernardino Police Dept.
5500 University Pkwy
San Bernardino, CA 92407
Attn: John Gutierrez

To UCR-PD:

UCR Riverside Police Dept.
3500 Canyon Crest Drive
Riverside, CA 92507
Attn: Jeff Talbott

To COD:

College of the Desert
43500 Monterey Ave
Palm Desert, CA 92260
Attn: Val Martinez Garcia

7.3 Waiver. No action or failure to act by a Party shall constitute a waiver of any right or duty afforded the Parties under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this MOU or as may be otherwise agreed to in writing.

7.4 Amendments. This MOU may be modified or amended only by a written MOU executed by the Parties.

7.5 Disputes. The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the



Parties in an attempt to reach a mutual resolution. If, after attempting in good faith, the Parties and/or their senior management are unable or unwilling to resolve the dispute, the Parties shall have the right to seek a resolution through the filing of a claim in any court of competent jurisdiction. The Parties shall proceed diligently with the performance of this MOU pending the resolution of a dispute. Senior management for UC Riverside Palm Desert Center is the Dean of University Extension.

Prior to the filing of any legal action related to this MOU, the Parties shall be obligated to attend a non-binding mediation session in Riverside County before a neutral third-party mediator. A second non-binding mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediation.

7.6 Venue. Any action at law or in equity brought by the Parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the Superior Court of California, County of Riverside.

7.7 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

7.8 Authority. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the respective Parties to the terms and conditions thereof.

7.9 Further Acts. The Parties hereto agree to perform any further acts and execute any documents that may be reasonably necessary to effectuate the purpose of this MOU.

7.10 Entire MOU. This MOU constitutes the final, complete, and exclusive statement of the terms of the MOU between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties. None of Parties have been induced to enter into this MOU and none of the Parties are relying on, any representation or warranty outside those expressly set forth in this MOU.

7.11 Interpretation. The Parties acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.



**SIGNATURE PAGE TO THE LAW ENFORCEMENT RESPONSIBILITIES
MEMORANDUM OF UNDERSTANDING**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

By: _____
L. TODD HILEMAN
CITY MANAGER

ATTEST:

By: _____
ANTHONY J. MEJIA
CITY CLERK

APPROVED AS TO FORM:

By: _____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

**RIVERSIDE COUNTY SHERIFF'S
DEPARTMENT (RSO)**

By: _____
Jason Sexton
Its: _____
Captain

**CALIFORNIA STATE UNIVERSITY, SAN
BERNARDINO PALM DESERT CAMPUS
(CSUSB-PD)**

By: _____
John Gutierrez
Its: _____
Chief of Police

COLLEGE OF DESERT (COD)

By: _____
Val Martinez Garcia
Its: _____
Acting Superintendent/President

**UNIVERSITY OF CALIFORNIA,
RIVERSIDE PALM DESERT CAMPUS
(UCR-PD)**

By: _____
Jeff P. Talbot
Its: _____
Director of Campus Safety Services -
Chief of Police

**UNIVERSITY OF CALIFORNIA,
RIVERSIDE**

By: _____
Dr. Denise Woods



Its: _____
Vice Chancellor of Health, Well-Being &
Safety

