

CORONA PD

MEMORANDUM OF UNDERSTANDING REGARDING THE REIMBURSEMENT OF OFF-DUTY PERSONNEL AND EQUIPMENT AT SPECIAL EVENTS

1. PARTIES AND DATE.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of July 2nd, 2025 ("Effective Date"), by and between the City of Corona, through its Police Department ("Corona PD"), and the Corona-Norco Unified School District ("Requesting Entity"). The Corona PD and Requesting Entity may be collectively referred to as the "Parties" or individually as a "Party" in this MOU.

2. RECITALS.

A. **Off-Duty Law Enforcement Personnel; Special Events.** From time to time, Corona PD may provide Off-Duty Personnel, as defined below, and/or equipment to assist with staffing needs at Special Events, as defined below.

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

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

3. TERMS.

SECTION 1. INCORPORATION OF RECITALS

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. DEFINITIONS

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 Corona PD. Requesting Entity understands, acknowledges, and agrees that the "Actual Overtime Rate" will vary among Off-Duty Personnel. For example, certain Off-Duty Personnel may receive special assignment and/or certificate pay. In such case, if Corona PD 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, cadets, real time information center operators, and similar employees of Corona PD's police department who are off-duty and are not on-call from Corona PD.

C. **"Services"** shall mean any security, public safety, traffic control, crowd management, or similar services provided by Off-Duty Personnel which is consistent with the scope of their training and employment with Corona PD.

D. **"Special Events"** shall mean any festival, concert, parade, celebration, social gathering, sporting event, convention, event, or similar occurrence operated, managed, or sponsored by the Requesting Entity.

SECTION 3. REQUEST FOR SERVICES

A. **City Discretion.** Upon request, Corona PD may authorize the use of Off-Duty Personnel and associated equipment to augment Requesting Entity's security or public safety needs at a Special Event. Requesting Entity understands, acknowledges and agrees that Corona PD has no obligation to accommodate a request, but may do so if, in the sole determination of Corona PD's Chief of Police or designee, it may feasibly do so without any undue hardship or material impact to its ability to provide public safety services within its jurisdiction. Corona PD has no obligation to compel or otherwise direct any Off-Duty Personnel to make themselves available in response to Requesting Entity's request.

B. **Written Request; Response.** Requesting Entity shall make a written request to Corona PD's Chief of Police or designee describing the Special Event, the relevant date(s) and time(s), the Services needed, the number of Off-Duty Personnel requested, and the number and type of any equipment desired, together with any other pertinent information. Corona PD's Chief of Police shall respond in writing within fifteen (15) days, or within such other time as is agreed upon by the Parties, whether the request can be accommodated.

SECTION 4. REIMBURSEMENT RATES

A. **Rate Schedule.** Requesting Entity shall reimburse Corona PD for Off-Duty Personnel and/or equipment at the rates set forth in the following Rate Schedule, based upon the actual Off-Duty Personnel and equipment supplied by Corona PD:

Rate Schedule

| Off-Duty Personnel/Equipment | Rate |
|------------------------------|-----------------------|
| Off-Duty Personnel | Actual Overtime Rate* |
| Marked Patrol Vehicle | \$50.00 per day |
| Unmarked Vehicle | \$30.00 per day |
| Motorcycle | \$15.00 per day |
| Bicycle | \$5.00 per day |

* Off-Duty Personnel Rates, by position or rank, are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. Equipment Annual Increase. Each year on the anniversary of the Effective Date, the equipment rates in the Rate Schedule above shall increase by four percent (4%).

SECTION 5. INVOICING AND PAYMENT

Corona PD shall invoice Requesting Entity 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 provided by Corona PD. Requesting Entity shall compare the invoice with the time-sheets kept by Requesting Entity for the Services and shall within forty-five (45) days of receipt of the invoice pay any undisputed amount of the invoice. If Requesting Entity disputes any amount of the invoice based upon its time-sheets, the Parties through their respective representatives shall within fifteen (15) days meet to discuss and reconcile any differences. After such meeting, Requesting Entity shall pay the agreed upon amount to Corona PD within thirty (30) days.

SECTION 6. INDEMNIFICATION

No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU. Each Party shall defend, indemnify and hold harmless the other Party and their officials, officers, agents and employees from and against any and all claims, demands, judgments or liabilities arising from any and all alleged acts or omissions of the indemnifying Party and its officials, officers, agents and employees during those times when said officials, officers, agents and employees are acting in connection with this MOU. If each Party hereto is a public entity, this indemnity provision is written in contemplation of the provisions of Government Code Section 895.2, which impose certain tort 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, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, agrees to instead be subject to the indemnity provision set forth in this section.

SECTION 7. PREPARATION OF MOU

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, it shall be interpreted simply, according to its fair meaning, and not strictly for or against any Party.

SECTION 8. TERM, AMENDMENT AND TERMINATION

The term of this MOU shall be from July 2nd, 2025, to July 1st, 2026, unless earlier terminated as provided herein. This MOU may not be amended except by mutual consent of all the Parties. Either Party may terminate this MOU upon seven (7) days written notice to the other Party at any time and without cause, so long as Corona PD has not, in response to a request from Requesting Entity, committed to provide Off-Duty Personnel and equipment for a Special Event that has not yet occurred. In such event, no additional requests can be made following the written notice and this MOU shall terminate following the full and final payment for the already committed Special Event.

SECTION 9. GOVERNING LAW AND VENUE

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. EXECUTION

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 MOU. Moreover, electronic, scanned, or facsimile copies of signatures shall be accepted as valid and binding.

SECTION 11. NOTICES

Any notice required to be given to a Party shall be deemed duly given upon delivery, if sent to the Party's authorized representative at their electronic mail address or the postal address of their respective location.

SECTION 12. INTEGRATION

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. DISPUTE RESOLUTION

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.

SECTION 14. AUTHORITY TO ENTER MOU

Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this agreement and bind each respective Party.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR
MEMORANDUM OF UNDERSTANDING
REGARDING THE REIMBURSEMENT OF OFF-DUTY
PERSONNEL AND EQUIPMENT AT SPECIAL EVENTS

IN WITNESS WHEREOF, the Parties have entered into this MOU as of the date first written above.

CITY OF CORONA

By: _____ Date: _____
Robert Newman, Chief of Police

Attest:

By: _____
Sylvia Edwards, City Clerk

Approved as to form:

By: _____
Dean Derleth, City Attorney

CORONA-NORCO UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Dalia GadElMawala, Superintendent

Attest:

By: _____
Melisa Elwood, Assistant Superintendent of Business Services

EXHIBIT "A"

OFF-DUTY PERSONNEL OVERTIME RATES

| Hourly OT Cost Until 12/31/25 | Rate |
|--------------------------------------|-------------|
| Police Officer | 99.38 |
| Corporal | 104.71 |
| Detective | 107.00 |
| Sergeant | 134.58 |
| Lieutenant | 165.98 |

| Hourly OT Cost Starting 01/01/26 | Rate |
|---|-------------|
| Police Officer | 105.02 |
| Corporal | 110.32 |
| Detective | 113.06 |
| Sergeant | 141.80 |
| Lieutenant | 179.17 |