

MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF MONTEREY OFFICE OF THE SHERIFF AND

FOR MUTUAL AID AND SERVICES AT COUNTY OF MONTEREY SPECIAL EVENTS

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into by and between the County of Monterey through the Office of the Sheriff (hereinafter “Monterey County Sheriff” or “County of Monterey”) and _____ (hereinafter “participating Law Enforcement Entity”).

WHEREAS, the Monterey County Sheriff is requested to provide law enforcement support and staff for various Special Events within the County of Monterey, and;

WHEREAS, the Monterey County Sheriff seeks assistance in staffing various Special Events within the County of Monterey, and;

WHEREAS, the participating Law Enforcement Entity as indicated by signing this agreement wishes to assist in staffing various Special Events within the County of Monterey, and;

WHEREAS, Monterey County Sheriff and the participating Law Enforcement Entity (separately a “Party”, collectively the “Parties”) are separate legal entities, with separate and distinct duties and responsibilities, and;

NOW THEREFORE, the parties to this MOU, hereby agree as follows:

1. The participating Law Enforcement Entity will provide _____ law enforcement officers working _____ hours to staff the following Special Event _____.
2. The participating Law Enforcement Entity will be reimbursed at a rate reflecting their normal rate of pay, of _____ (per each hour worked by the participating Law Enforcement Entity officers).
3. The scope of work for the parties will be determined by the Special Event Coordinator for _____.
4. This MOU is effective as of the date of execution by the Parties and shall continue for one year unless terminated subject to the terms of this MOU.
5. Either Party may terminate this MOU by giving written notice of termination to the undersigned below at least thirty (30) days prior to the effective date of termination.
6. Mutual Comparative Indemnity:
 - a. County of Monterey shall indemnify, defend, and hold harmless the participating Law Enforcement Entity, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by County of Monterey and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or

willful misconduct of personnel employed by the participating Law Enforcement Entity. The County shall reimburse the Law Enforcement Entity for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless under this MOU.

- b. The participating Law Enforcement Entity shall indemnify defend, and hold harmless County of Monterey, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by the participating Law Enforcement Entity and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County of Monterey. The participating Law Enforcement Entity shall reimburse the County of Monterey for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County of Monterey is obligated to indemnify, defend and hold harmless under this MOU.
7. Mutual Insurance Coverage Requirements: It is understood that the County of Monterey and the participating Law Enforcement Entity are both self-insured public agencies and without limiting their respective duties to indemnify the other, shall maintain in effect throughout the term of this MOU self-insurance and/or insurance with the following minimum limits of liability:
- a. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury, and Property Damage, Personal Injury, Contractual Liability, and Broad Form Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - b. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - c. Workers' Compensation Insurance as required by law.
8. Nonassignment. The participating Law Enforcement Entity shall not assign or transfer this Agreement, or any part thereof, without the written consent of County of Monterey, nor shall the participating Law Enforcement Entity assign any monies due or to become due to the participating Law Enforcement Entity hereunder without the previous written consent of County of Monterey.
9. Independent Contractor. Nothing in this Agreement shall be construed or interpreted to make the participating Law Enforcement Entity anything but an independent contractor and in all the participating Law Enforcement Entity's activities and operations pursuant to this Agreement, the participating Law Enforcement Entity shall for no purposes be considered an employee or agent of COUNTY.

10. Authority to Bind COUNTY. It is understood that the participating Law Enforcement Entity, in the performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom the participating Law Enforcement Entity deals in the course of business.

11. Notices.

a. Notices permitted or required to be given to the respective parties under this Agreement shall be deemed given (1) when personally delivered to COUNTY care of _____ (2) when personally delivered to the Party's principal place of business during normal business hours (i.e., to the Office of the Sheriff, or to the participating Law Enforcement Officer's office), by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 3 days after the notice is deposited in the U.S. mail (by first class, certified, registered, or express mail), with postage fully prepaid, addressed to the Party as indicated below.

b. Notices mailed to the Parties shall be addressed as follows:

To COUNTY:

To participating Law Enforcement Entity:

12. Subcontracting. The participating Law Enforcement Entity shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without prior written approval of COUNTY. Any and all subcontracts shall be subject to the provisions contained in this Agreement.

13. Modifications. This Agreement may be modified or amended only by written agreement of the Parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Parties hereto.

14. Nonwaiver. No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the participating Law Enforcement Entity. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

- 15. Sole Agreement. This Agreement contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the Parties hereto.
- 16. Venue. If any Party herein initiates an action to enforce the terms hereof or declare rights hereunder, the Parties agree that venue thereof shall be the County of Monterey, State of California.
- 17. Construed Pursuant to California Law. The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, COUNTY and participating LAW ENFORCEMENT ENTITY have caused this Agreement to be executed:

DATED: _____

COUNTY OF MONTEREY

By _____

County of Monterey

DATED: _____

By _____

Law Enforcement Entity