

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
CITY OF MERCED
AND THE
MERCED COMMUNITY COLLEGE DISTRICT**
Reimbursement Agreement for Police Services

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING is made and entered into on this ____ day of _____, 2017, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as “City”) and the Merced Community College District (hereinafter referred to as “College”). This Amended and Restated Memorandum of Understanding supersedes the original Memorandum of Understanding entered into on September 1, 2016. The City and the College hereinafter may be referred to collectively as the “Parties” or in the singular as “Party,” where contextually required.

WHEREAS, City, as a California Charter Municipal Corporation operates its own Police Department for the purpose of providing public safety and protection services for the general welfare of its citizens; and,

WHEREAS, College has its own Police Department that provides police services for its campuses but is in need of an experienced sworn police officer to supervise the Department; and,

WHEREAS, College desires to contract with City for the assignment of a sworn police officer at the rank of Police Captain to provide full time management services for its Police Department; and,

WHEREAS, College and the City desire to set forth in this Memorandum of Understanding (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Employment and Assignment of Officer

- 1.1 City agrees to employ one (1) Police Captain during the term of this Agreement who shall be assigned to College for the purpose of managing and supervising College’s Police Department. The Police Captain shall be an employee of City in its Police Department and shall be subject to the administration, supervision and control of the Merced Police Department except as the extent to which such administration, supervision and control are subject to the terms and conditions of this Agreement. The City shall maintain all personnel records for any police officer working pursuant to this Agreement. Nothing in this Agreement shall preclude any Merced Police Officer assigned to College to perform services pursuant to this Agreement from performing law enforcement services for others during the term of this Agreement.

- 1.2 City agrees to provide and to pay the Police Captain's salary and employment benefits in accordance with the applicable state and federal laws, City salary schedules and employment practices of the City and the Merced Police Department. The Police Captain shall be subject to all other personnel policies and practices of the City and the Merced Police Department.
- 1.3 College agrees to reimburse the City on a monthly basis for the costs of the services provided by its Police Captain pursuant to this Agreement. The operational costs for the reimbursement of the Police Captain are set forth in more detail in Exhibit A, which is attached hereto and incorporated by reference herein. For Fiscal Year 2017/2018, the cost of providing police services pursuant to this Agreement is \$209,366.50 annually. College shall pay City in monthly payments.

College is aware that City's costs to provide the services under this multi-year Agreement will increase each fiscal year due to scheduled salary increases, benefit costs increases and/or changes in state and federal law. By May 31st of each year during the term of this Agreement, City shall provide to College in writing an updated Exhibit A, which shall reflect the operational costs for the services under this Agreement for the upcoming fiscal year (July 1 through June 30). The updated Exhibit A shall become part of this Agreement and shall govern the respective fiscal year's payment obligations. College shall pay the City the amount set forth in each updated Exhibit A for the corresponding fiscal year on a monthly basis.

- 1.4 The City is the employer of the Police Captain. The selection and placement of the Police Captain at College shall be made by the Chief of Police for the Merced Police Department with the consultation and consent of the College President or designee. The Merced Police Department shall have complete authority to temporarily reassign, discharge, discipline and evaluate the Police Captain. Nothing in this Agreement shall be construed or interpreted as creating or establishing an employer/employee relationship between any Merced police officer assigned to work under this Agreement. The Police Captain shall work closely and directly communicate with the College President or designee. The College President or designee shall provide input to the Merced Chief of Police on issues related to the assignment and evaluation of the Police Captain. For purposes of College's operational matters, the Police Captain will report to the College President or designee under the direction of the Chief of Police.
- 1.5 In the event of the resignation, dismissal or reassignment of the Police Captain, or in the case of long-term absences by the Police Captain, the Chief of Police shall provide a temporary replacement as soon as possible. During this time, City will ensure there is no break in coverage, even when a temporary replacement is being selected. Further, City agrees not to assign a temporary replacement for more than a three (3) month period. The selection of any replacement Police Captain at College shall be made with the consultation and consent of the College President or designee.

- 1.6 In the event that the Police Captain will be absent from work, he or she shall notify the Merced Police Department as well as the College President or designee in advance of the absence.
- 1.7 Although it is agreed that nothing in this Agreement shall place College in command of, or authority over the Police Captain, it is agreed that the Police Captain is under the direct supervision of the College President or designee for response to the needs of College's campuses and facilities. The College President or designee will work with the Police Captain to develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest, or endangerment.
- 1.8 In the event both parties mutually agree that it is in their best interest, then City may assign one (1) Police Lieutenant, in lieu of Police Captain rank, for the purpose of managing and supervising the College's Police Department. All aforementioned terms of Agreement in Section 1 will apply in the event a Police Lieutenant is assigned, including the adjusted reimbursement rate to the City at the Lieutenant pay scale.

2.0 Term

- 2.1 The term of this Agreement shall be from September 1, 2016, through September 1, 2020, unless terminated earlier pursuant to Section 14 of this Agreement.

3.0 Duty Hours / Place of Performance

- 3.1 The Police Captain shall set specific duty hours at the College as desired by College, but shall generally work a 40 hour work week. The Police Captain shall serve as the Law Enforcement Manager for the College.

4.0 Basic Qualifications of Police Captain

The Police Captain must meet the following qualifications:

- 4.1 Shall be a city employed Police Officer with two years of law enforcement experience;
- 4.2 Shall possess sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and College Board of Education policies and regulations;
- 4.3 Shall be capable of conducting criminal investigations;
- 4.4 Shall possess communication skills, which would enable the officer to function effectively with the Administration of the College and the campus environments.

5.0 Duties of Police Captain

- 5.1 The Police Captain shall develop expertise in presenting various subjects to the College Administration, staff, students, and community. Such subjects shall include, but not be limited to: a basic understanding of the law, the role of the

police officer and law related areas, tobacco, alcohol and drug issues, evidence diffusion, violence prevention, group and safe issues to the community.

- 5.2 When requested by the College President or designee, the Police Captain shall attend student/staff/administrative meetings to solicit support and understanding of programs, procedures and operations offered or occurring at College's campuses and/or College's events.
- 5.3 The Police Captain shall make himself/herself available for conference with students, parents, College Administrators, staff and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- 5.4 The Police Captain shall become familiar with all community agencies which offer assistance such as mental health clinics, drug treatment centers, etc.
- 5.5 Should it become necessary to conduct formal police interviews with students, the Police Captain shall adhere to any applicable College policies and procedures and state and federal education regulations, to the extent that such policies do not conflict with police departmental general orders, regulations, policies and legal requirements to conduct such interviews.
- 5.6 The Police Captain shall take all law enforcement action as required. As soon as practical, the Police Captain shall make the College President or designee aware of such action. The Police Captain shall take appropriate law enforcement actions against intruders and unwanted guests who may appear on the campuses or College facilities and related school functions, to the extent that the Police Captain may do so under the authority of law.
- 5.7 The Police Captain shall give assistance to other law enforcement personnel in matters regarding College assignment as well as responding to an officer needing assistance.
- 5.8 The Police Captain shall not act as a student disciplinarian, as disciplining students is the responsibility of College. However if an incident occurs that involves a violation of the law, the Police Captain can determine whether law enforcement action is appropriate.
- 5.9 The Police Captain will coordinate operations and provide supervision of all College personnel under the College Police Department, including, but not limited to, sworn campus police officers and classified professionals. This includes the supervision, scheduling and evaluation of said personnel. Further, the Police Captain, in consultation and support of the College President or designee, shall be charged with the performance of the following duties:
 - A. Plan, organize and direct, in coordination with the College's Director of Risk Management, the College's Emergency Preparedness Program and coordinate emergency response training for College employees as needed.
 - B. Develop contingency plans for College disturbances and emergency situations as required.

- C. Provide consultation, in coordination with the College's Director of Risk Management, in the development and implementation of District health and safety programs.
- D. Develop and administer campus crime prevention program. Develop programs and procedures, prepare and distribute memos and other forms of communication to students and staff regarding safety and security issues, escort services and the prevention of crime and accidents.

6.0 Chain of Command

- 6.1 As an employee of the City and the Merced City Police Department, the Police Captain shall follow the chain of command as set forth in the Merced Police Department Policies and Procedure Manual. The Police Captain will report to the College President or designee for all College-related operational issues under the direction of the Chief of Police.
- 6.2 In the performance of his/her duties, the Police Captain shall make every reasonable effort to coordinate and communicate with the College President or designee.

7.0 Training

- 7.1 The Police Captain shall be required by the Merced Police Department to attend police training sessions. Training sessions will be conducted to provide the Police Captain with appropriate in-service training, such as updates in the law, in-service firearm training and law enforcement-school related training;
- 7.2 The College also may provide training in Board of Trustee policies, regulations and procedures.
- 7.3 The City agrees to provide all necessary and required law enforcement training for the College's sworn police officers, including POST Certification.

8.0 Supplies and Equipment

- 8.1 The Merced Police Department agrees to provide the Police Captain with standard issue equipment, firearm and rounds of ammunition as needed to perform his/her duties;
- 8.2 College agrees to provide an office, desk, desk chair, computer and the usual and customary office supplies and other law enforcement equipment not provided by the City or the Merced Police Department.

9.0 Access to Education Records

- 9.1 Within the parameters of any and all applicable state and federal laws, College shall allow the Police Captain to inspect and copy records maintained by the College including student directory information, classroom assignments and

discipline files. Law enforcement officials may not inspect and/or copy confidential student education records except as allowed by law.

- 9.2 If information exists within a student's cumulative record that is needed in an emergency to protect the health or safety of the student or other individuals, College may disclose to the Police Captain that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence;
- 9.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only as allowed by law.

10.0 Collaborative Efforts

- 10.1 Periodically during the term of this Agreement, if available and not disruptive to the operational needs of College, City's Police and/or Fire Department may use College's facilities, including classrooms, pools, buildings or areas of College's campuses for training purposes. Depending on availability, classrooms or other facilities may also be made available for police related community meetings such as Neighborhood Watch meetings. The Chief of Police or his or her designee shall submit a completed Facility Use Form at least two weeks in advance of the trainings or meetings to the College President or designee. Where warranted or required by College, City shall provide College with an Agreement to indemnify College in advance of the training event or facilities use, but at no cost for facilities use.
- 10.2 College and City will explore jointly planning and hosting community events at College such as the Drug Store Project. College and City's Police Department will also work together to educate College's students about City's Social Host Ordinance. College's Police Department will assist City's Police Department in the enforcement of City's Social Host Ordinance.

11.0 Discrimination

- 11.1 Both the City and College and/or its employees shall not discriminate because of race, religion, color, national origin, disability, marital status, age, or sex or any other protected class against any person by refusing any person or privilege offered to or engaged by the general public.

12.0 Indemnify / Hold Harmless

- 12.1 The College shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs) of every nature arising out of or in connection with the assigned officer's performance of work or his or his failure to comply with any of its obligations contained in the Agreement, except such loss or

damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

- 12.2 The City shall indemnify, defend, and hold harmless the College, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs) of every nature arising out of the active negligence by the City, or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

13.0 Notices

- 13.1 Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To: Merced Community College District
ATTN: Chris Vitelli, Superintendent/President
3600 "M" Street
Merced, CA 95348

To: Norm Andrade, Chief of Police
City of Merced Police Department
611 W. 22nd Street
Merced, CA 95340

The address to which the notices to be sent may be changed by either party advising the other in writing of such change. Nothing herein shall preclude the giving of notice by personal service.

14.0 Termination

- 14.1 Either party may terminate the services under this Agreement with or without cause by giving thirty (30) days prior written notice thereof to the other party.

15.0 Modification of Agreement

- 15.1 This Agreement may not be changed or modified except in writing and signed by both parties.

16.0 Agency Relationship

- 16.1 This Agreement is not intended to, and shall not be, to create the relationship of principal-agent, master-servant, or employer-employee between College and City.

17.0 Copies of Agreement

17.1 This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

IN WITNESS WHEREOF, the parties the day and year first above written have affixed their signatures hereto.

ATTEST:
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager or designee _____ Date _____

Approved by: _____
Norman Andrade, Chief of Police _____ Date _____

APPROVED AS TO FORM:

BY:  _____
City Attorney _____ 9-5-17 _____
Date _____

ACCOUNT DATA:

BY: _____
Verified by Finance Officer _____ Date _____

MERCED COMMUNITY COLLEGE DISTRICT

BY: _____
_____ Date _____

Title: _____

Police Captain, Top Step - FY 17-18**Full Benefits**

	Yearly
Salary 17/18 (current grade 62.2456*2080)	129,470.85
Uniform Allowance	1,050.00
Holiday Pay	0.00
Projection - Education Pay AA/AS	0.00
Projection Additional Pay: Post Pay Intern	0.00
<u>Total Salary</u>	<u>130,520.85</u>
Medicare @ 1.45%	1,892.55
Social Security @ 6.20%	8,092.29
PERS employer @ 16.346%	21,334.94
PERS Normal @ 9%	11,746.88
PERS Unfunded Liability Cost @ 12.793%	16,697.53
Cafeteria Plan - budget @ 802.25 per pay period	20,858.50
<u>Total Benefits</u>	<u>80,622.69</u>
<u>Total Expense</u>	<u>211,143.54</u>
Less Employee Share PERS	(\$11,746.88)
Net Cost	<u>199,396.66</u>
Admin/Overhead Expenses - Police	9,969.83
TOTAL	209,366.50

Total Expense per hour

\$ 101.5113

Prepared by: Joni Verra, 7/13/2017