

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

THIS AGREEMENT is made and entered into on September 1, 2016, 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"). 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 attached hereto and incorporated by reference herein. For Fiscal Year 2016/2017, the cost of providing police services pursuant to this Agreement is \$172,755.89 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 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 President of College or his or her designee(s). 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 President of College, or his or her designee. The President of College, or his or her designee shall provide input to the Merced Chief of Police on issues related to the assignment and evaluation of the Police Captain.
- 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 possible. The selection of any replacement Police Captain at College shall be made with the consultation and consent of the President of College or his or her designee(s).
- 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 President of College or his or her 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 President of College for response to the needs of College's campuses and facilities. The President of College or his or her designee(s) 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.

2.0 Term

- 2.1 The term of this Agreement shall be from September 1, 2016, through September 1, 2019, with an option to extend one (1) year until 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.

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 President of College or her 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.
- 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 Board of Education policies 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 President of the College or his or her 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.

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.
- 6.2 In the performance of his/her duties, the Police Captain shall make every reasonable effort to coordinate and communicate with the President of the College or his or her 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.

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 arrange the use of College's facilities in advance of the trainings or meetings with the President of the College or his or her 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 College will defend, indemnify, and hold harmless the City of Merced, its agents, officers and employees against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of College and its officers, agents, or employees in the performance of this contract. The City of Merced will defend, indemnify and hold harmless College, its agents, officers and employees against all suits and claims that may be on an injury to persons or property that is a result of an error, omission, negligent acts of City of Merced and its officers, agents, or employees in the performance of this contract.

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: Susan Walsh, Ed.D., Interim 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: Kelly C. Fincher
City Attorney

8/26/16
Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

Date

MERCED COMMUNITY COLLEGE DISTRICT

BY: _____

Date

Title: _____

This workpaper has been prepared to calculate the total salary and benefits provided to a Full-Time Police Captain

Police Captain, Top Step - FY 16-17	
Full Benefits	
Salary 16/17 (current grade 60.7274*2080 hours)	Yearly
Uniform Allowance	126,312.99
Holiday Pay (88 hours * 60.7274)	1,050.00
<u>Total Salary</u>	5,344.01
Medicare @ 1.45%	132,707.00
Social Security @ 6.20%	1,924.25
PERS employer @ 28.025%	8,227.83
PERS Normal @ 9%	37,191.14
Cafeteria Plan - budgeted @ 778.71 per pay period	11,943.63
<u>Total Benefits</u>	20,246.46
<u>Total Expense</u>	79,533.31
Less Employee Share PERS	212,240.32
Net Cost	(\$11,943.63)
Admin/Overhead Expenses - Police	200,296.69
TOTAL	30,044.50
	230,341.19
75% of the cost is	172,755.89

Prepared by: Joni Vierra, 8/2/2016

EXHIBIT A