

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

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on this ____ day of _____, 2022, 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 operates its own police department (hereinafter referred to as "City Police Department") for the purpose of providing public safety and protection services for the general welfare of its citizens; and

WHEREAS, College operates its own police department (hereinafter referred to as "College Police Department") that provides police services for its campuses, but is in need of an experienced sworn police officer to supervise College Police Department; and,

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

WHEREAS, College and City desire to set forth in this Memorandum of Understanding (hereinafter referred to as "MOU") 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) assigned sworn police officer at the rank of a police sergeant (hereinafter referred to as "Police Sergeant") during the term of this MOU who shall be assigned to College for the purpose of managing and supervising College Police Department. Police Sergeant shall be an employee of City in its Police Department and shall be subject to the administration, supervision, and control of City Police Department except as the extent to which such administration, supervision and control are subject to the terms and conditions of this MOU. City shall maintain all personnel records for any police officer working pursuant to this MOU. Nothing in this MOU shall preclude any City Police Officer assigned to College to perform services pursuant to this MOU from performing law enforcement services for others during the term of this MOU.

1.2 City agrees to provide and to pay Police Sergeant's salary and employment benefits in accordance with the applicable state and federal laws, City salary schedules and employment practices of City, and City Police

Department. Police Sergeant shall be subject to all other personnel policies and practices of City and City Police Department.

- 1.3 College agrees to reimburse City on a monthly basis for the costs of the services provided by Police Sergeant pursuant to this MOU. The operational costs for the reimbursement of Police Sergeant are set forth in detail within this MOU's Exhibit A, attached hereto and incorporated by reference herein. The cost for police services for Fiscal Year 2022/2023 is two hundred nineteen thousand seven hundred thirty-seven dollars and thirty-two cents (\$219,737.32). 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. By July 1 of each year during the term of this MOU, City shall provide to College, in writing, an updated Exhibit A to reflect the operational costs for the services under this MOU for the upcoming fiscal year. College shall pay City the amount set forth in each exhibit for the corresponding fiscal year.
- 1.4 City is the employer of Police Sergeant. The selection and placement of Police Sergeant at College shall be made by City Police Department's Chief of Police with the consultation and consent of College's resident or designee. City Police Department shall have complete authority to temporarily reassign, discharge, discipline and evaluate Police Sergeant. Nothing in this MOU shall be construed or interpreted as creating or establishing an employer/employee relationship between any City police officer assigned to work under this MOU and College. Police Sergeant shall work closely and directly communicate with College President or designee. College President or designee shall provide input to City Chief of Police on issues related to the assignment and evaluation of Police Sergeant. For purposes of College's operational matters, Police Sergeant will report to College President or designee under the direction of Chief of Police.
- 1.5 In the event of the resignation, dismissal, or reassignment of Police Sergeant, or in the case of long-term absences by Police Sergeant, 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 Sergeant at College shall be made with the consultation and consent of College President or designee.
- 1.6 In the event that Police Sergeant will be absent from work, he or she shall notify City's Police Department as well as College President or designee in advance of the absence.
- 1.7 Although it is agreed that nothing in this MOU shall place College in command of, or authority over Police Sergeant, it is agreed that Police Sergeant is under the direct supervision of College President or designee to respond to the needs on College's campuses and facilities. College President or designee will work with Police Sergeant 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 MOU shall be from September 1, 2022, through September 1, 2025, unless terminated earlier pursuant to Section 14 of this MOU.

3.0 Duty Hours / Place of Performance

- 3.1 Police Sergeant shall set specific duty hours as desired by College, but shall generally work a forty (40) hour work week. Police Sergeant shall serve as College Law Enforcement Manager.

4.0 Basic Qualifications of Police Sergeant

Police Sergeant must meet the following qualifications:

- 4.1 Shall be a City employed police officer with two (2) 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 College Administration and the campuses' environments.

5.0 Duties of Police Sergeant

- 5.1 Police Sergeant shall develop expertise in presenting various subjects to College Administration, staff, students, and community. Such subjects shall include, but not be limited to, a basic understanding of the law, the role of 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 College President or designee, Police Sergeant shall attend student/staff/administrative meetings to solicit support and understanding of programs, procedures and operations offered or occurring at College campuses and/or College events.
- 5.3 Police Sergeant shall make himself/herself available for conference with students, parents, College Administrators, staff, and faculty members to assist them with problems of a law enforcement or crime prevention nature.
- 5.4 Police Sergeant 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, Police Sergeant 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.
- 5.5 Police Sergeant shall take all law enforcement action as required. As soon as practical, Police Sergeant shall make College President or designee aware of such

action. Police Sergeant 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 Police Sergeant may do so under the authority of law.

- 5.6 Police Sergeant shall give assistance to other law enforcement personnel in matters regarding College assignment as well as responding to an officer needing assistance.
- 5.7 Police Sergeant 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, Police Sergeant can determine whether law enforcement action is appropriate.
- 5.8 Police Sergeant will coordinate operations and provide supervision of all College personnel under 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, Police Sergeant, in consultation and support of College President or designee, shall be charged with the performance of the following duties:
 - A. Plan, organize, and direct, in coordination with College's Director of Risk Management, 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 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 City and City Police Department, Police Sergeant shall follow the chain of command as set forth in City Police Department Policies and Procedure Manual. Police Sergeant will report to 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, Police Sergeant shall make every reasonable effort to coordinate and communicate with College President or designee.

7.0 Training

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

8.0 Supplies and Equipment

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

9.0 Access to Education Records

- 9.1 Within the parameters of any and all applicable state and federal laws, College shall allow Police Sergeant to inspect and copy records maintained by 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 Police Sergeant 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 MOU, if available and not disruptive to the operational needs of College, City Police and/or Fire Department may use College facilities, including classrooms, pools, buildings, or areas on College 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. Chief of Police or his or her designee shall submit a completed Facility Use Form at least two (2) weeks in advance of the trainings or meetings to 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 Police Department will also work together to educate College students about City's Social Host Ordinance. College Police Department will assist City Police Department in the enforcement of City's Social Host Ordinance.

11.0 Discrimination

- 11.1 Both 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 shall indemnify, defend, and hold harmless 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 MOU, except such loss or damage which was caused by the active negligence by City, or the gross or willful misconduct of the assigned officer.
- 12.2 City shall indemnify, defend, and hold harmless 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 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: City of Merced Police Department
ATTN: Tom Cavallero, Chief of Police
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 MOU with or without cause by giving thirty (30) days prior written notice thereof to the other Party.

15.0 Modification of MOU

15.1 This MOU may not be changed or modified except in writing and signed by both Parties.

16.0 Agency Relationship

16.1 This MOU 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 MOU

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

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first written above.

CITY OF MERCED

A California Charter Municipal Corporation

BY: _____
Stephanie Dietz, City Manager

Date

BY: _____
Thomas I. Cavallero, Chief of Police


Date

MERCED COMMUNITY COLLEGE DISTRICT

BY: _____
Chris Vitelli, Ed. D., Superintendent/President

Date

Approved as to Form:

BY: 

Travis E. Cochran, City Attorney

9/9/2022
Date

Verified Account Data:

BY: _____
Venus Rodriguez, Finance Officer Date _____

Attest:

BY: _____
Jennifer Levesque, Assistant City Clerk Date _____

EXHIBIT "A"

Police Sergeant, Top Step - FY 22-23

	Yearly
Full Benefits	
Salary 22/23 (hourly rate \$54.4945*2080)	113,348.56
Uniform Allowance	1,050.00
Holiday Pay (104 hours * \$54.4945)	5,667.43
Projection Additional Pay: Education Pay BA/BS	2,400.00
Projection Additional Pay: POST Cert Supervisory	2,400.00
<u>Total Salary</u>	<u>124,865.99</u>
Medicare @ 1.45%	1,810.56
Social Security @ 6.20%	7,741.69
PERS employer @ 17.14%	21,402.03
PERS Unfunded Liability Cost @ 27.08%	30,694.79
Cafeteria Plan - budget @ 875.33 per pay period	22,758.58
<u>Total Benefits</u>	<u>84,407.65</u>
<u>Total Expense/Net Cost</u>	<u>209,273.64</u>
Admin/Overhead Expenses - Police	10,463.68
TOTAL	219,737.32
 Total Expense per hour	 \$ 100.61

Overtime Rate
123,815.99 Earnings to calculate OT rate
<u>59,5269</u> Calculated rate of pay
<u>89,2904</u> OT Rate
1.2947 Medicare @ 1.45%
5.5360 Social Security @6.20%
\$ 96.1211 OT Rate w/Benefits