

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COMVIP TASKFORCE,
THE UNITED WAY OF MERCED COUNTY AND
PARTICIPATING MERCED COUNTY AND CITY LAW
ENFORCEMENT AGENCIES AND THE UNIVERSITY OF CALIFORNIA,
MERCED**

**STRATEGIC PREVENTION FRAMEWORK STATE INCENTIVE
(SPF SIG) GRANT**

**FUNDED BY
THE STATE OF CALIFORNIA DEPARTMENT HEALTH CARE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____ 2016, by and between the Merced Community Violence Intervention and Prevention Task Force (“ComVIP”), a non-profit organization, operating in partnership with the United Way of Merced County, Inc., a California non-profit corporation (“United Way”), and the following participating Merced County and City Law Enforcement Agencies: City of Merced Police Department; Merced County Probation Department; University of California Merced Police Department; the Merced County District Attorney’s Office; and the City of Merced City Attorney’s Office, (hereinafter called “LEAs”).

This MOU sets forth the agreement between ComVIP, and the LEAs for the purpose of providing professional services pursuant to a Strategic Prevention Framework – State Incentive Grant (“SPF-SIG”) provided by the California State Department of Health Care Services (“DHCS”). DHCS has funded the Merced County Department of Mental Health to act as the administrative and fiscal agent for this grant. Merced County Mental Health is subcontracting United Way of Merced to perform all duties required in the scope of work. Since the scope of work is specific to utilizing enforcement operations as prevention efforts aimed at reducing excessive and underage drinking, United Way of Merced has elected ComVIP to plan, organize, and

perform all activities required by the SPF SIG grant. United Way of Merced is ultimately responsible for the reimbursement of any and all allowable grant activities provided by ComVIP and or any of the LEA's participating in such activities.

The Purpose of the SPF-SIG is to fund local activities that identify and mitigate factors in the community that facilitate and or contribute to the incidents of excessive/binge drinking and underage drinking in the community's population in the age groups 12 years through 25 years of age.

Funds provided by the State DHCS will be used to fund a collaborative community effort to address the problem of excessive/binge drinking and underage drinking that occurs in the Merced community.

The State DHCS has designated the Prevention Research Center ("PRC") as the coordinator of the statewide implementation of its Strategic Prevention Framework for the 12 California cities selected to receive SPF-SIG funds.

The ComVIP has worked with PRC to develop a list of approved activities and a yearly budget for the life of the SPF-SIG. PRC has reviewed and approved the activities and budget proposed by ComVIP's Executive Committee.

For purposes of carrying out SPF-SIG activities, the program will be referred to as the "Community Campaign for Responsible Drinking" with references to the fact that it is funded by the State DHCS.

In order to carry out the approved activities under the SPF-SIG, it is necessary and desirable that the ComVIP and the LEAs be retained for the purpose of performing professional services for the Community for Responsible Drinking Campaign. The LEAs have the requisite skills to provide the professional services required to fulfill the SPF-SIG's requirements and desire to enter into this MOU to provide these services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES
HERETO AS FOLLOWS:

1. Term of the Agreement

- (a) Subject to compliance with the terms and conditions of this MOU, the term of this MOU shall commence on _____ and continue, unless terminated earlier in accordance with subparagraph 1(b) below, until the 31st of May 2016, subject to the condition that ComVIP continues as the lead agency in applying for and administering each SPF-SIG period award, with no lapse in ComVIP's role as the lead agency.
- (b)(1) This MOU may be terminated by ComVIP at any time with a thirty (30) days written notice to the other parties.
- (2) Any LEA may terminate its participation in this MOU at any time with thirty (30) days written notice to ComVIP
- (3) This MOU may be terminated by the United Way of Merced at any time with thirty (30) days written notice to ComVIP and all participating LEAs.

2. Services to be Performed by ComVIP Taskforce and all LEAs.

- (a) All LEAs participating in the Community for Responsible Consumption Campaign shall provide enforcement staff on an overtime basis as staffing levels allow for the SPF-SIG activities during the enforcement periods as defined by the State DHCS. All LEAs commit to participate in the SPF-SIG activities as staffing levels allow and to encourage officers to emphasize responsible alcohol consumption and the enforcement of laws related to underage drinking during all phases of the grant.
- (b) Not all activities will require full representation of all LEAs. LEAs may also elect not to participate in a particular activity if there are unresolvable conflicts.
- (c) ComVIP agrees to adhere to the State DHCS, County Mental Health and Merced County United Way grant programmatic, financial, and statistical reporting requirements and understands

that adhering to the requirements is necessary to be reimbursed for SPF-SIG activities enforcement actions will be conducted within the boundaries of the jurisdiction of City of Merced. Requests to conduct SPF-SIG activities outside the boundaries of the City of Merced must be reviewed and approved by ComVIP's Executive Committee.

3. Payment.

- (a) Maximum Amount. A maximum of \$25,410.00 is available for all services provided under the SPF-SIG that are in accordance with the scope of work as identified and approved by the State DHCS and United Way of Merced.

In full consideration of the services provided during SPF-SIG activities and enforcement periods, the amount that ComVIP and or United Way of Merced shall be obligated to pay for services rendered under this MOU shall not exceed the dollar amounts set forth in the State DHCS SPF-SIG awarded for each approved grant activity for the term of this MOU.

- (b) Rate of Payment. All LEAs will receive reimbursement for officer overtime through the State DHCS SPF-SIG funds for a total sum not to exceed the dollar amounts set forth in the grant budget that has been approved and adopted by United Way of Merced and ComVIP.

Any LEAs utilizing reserve officers shall only be reimbursed at straight time for reserve officer time incurred. The amount all participating LEAs will receive will be based on actual staff hours worked on approved enforcement activities for the grant and that are invoiced in accordance with Paragraph (c), "Invoice Requirements," as stated below. Funding is solely for reimbursement of officer overtime incurred during direct and indirect enforcement activities conducted during the grant period.

(c) Invoice Requirements

- (1) Invoices must be accompanied by ComVIP Executive Meeting Minutes that document review of the request for expenditure of grant funds and a record of the votes approving the request to expend grant funds for the proposed grant related activity.
- (2) Invoices shall include dates and hours worked, name, overtime salary rate with allowable benefits, number of hours worked, and total dollars requested for overtime reimbursement. The only benefit costs that ComVIP will reimburse are OASDI (Social Security), State Workers' Compensation and Medicare. County, City and/or University of California LEAs overhead costs will not be reimbursed.
- (3) Invoices shall also include the statistics required by ComVIP as outlined in Paragraph 4, "Statistical Reporting."
- (4) Invoices for paid reserve officers and part time employees shall include dates and hours worked, employees name, salary rate, and number of hours worked, and total dollars requested for reimbursement.

- (d) Time Limit for Submitting Invoices. All parties shall submit an invoice for services to the ComVIP Executive Committee. ComVIP shall not be obligated to pay parties or individuals for the services covered by any invoice that is submitted more than forty-five (45) days after the date services are rendered, or more than forty-five (45) days after this MOU terminates, whichever is earlier.

4. Statistical Reporting

- (a) All LEAs shall collect and report the following statistical information to the ComVIP Taskforce:

- (1) The number of officers paid with grant funds
- (2) For each grant activity, the following information must be collected and reported:
 - a. Time and Day of Grant Activities
 - b. Type of Grant Activity
 - c. Location of Grant Activities
 - d. Number of Officers assigned to an activity
 - e. Number of Vehicles Used
 - f. Number of Criminal Arrests
 - g. Number of Citations Issued
 - a. Criminal Citations
 - b. Infraction/Moving Citations
 - c. Parking Citations
 - h. Number of Verbal Warnings
 - a. Misdemeanor offenses with no action taken
 - b. Infractions/Moving violations with no action taken
 - c. Parking Violations with no action taken
 - i. Demographics of Arrestees
 - a. Age
 - b. School or organization affiliations
 - j. Approximate number of attendees at the site of the violation
 - k. Type of Alcohol involved
 - a. Malt liquor
 - b. Beer
 - c. Hard Liquor
 - d. Wine
 - e. Mixed Cocktail
 - l. Number of Attempts With No Violations (decoy buy program)
 - m. Type of Alcohol Product Purchased (decoy buy program)

5. Availability of Funds. Payment of all services provided pursuant to this MOU is contingent upon the State DHCS funding the SPF-SIG with United Way of Merced and ComVIP. In administering the SPF-SIG, the City of Merced and ComVIP shall make payments in accordance with funding levels provided by the State DHCS for each activity and shall not be liable for any claims in excess of funding levels. In the event that State DHCS does not fund ComVIP's grant, neither the City of Merced nor ComVIP nor the University of California Merced, nor the Merced County Probation nor United Way of Merced shall be liable for any payment whatsoever. ComVIP shall make payments within 45 days from receipt of State DHCS funding, provided that parties and or individuals have properly submitted invoices in accordance with Paragraph 3 (c). ComVIP may terminate this MOU in accordance with the provisions of Section 1(b) hereof due to unavailability of State DHCS funds.
6. Alteration. This MOU is complete, final, and entire agreement and understanding of the parties hereto and contains all the terms and conditions agreed upon by the parties. No amendment, alteration, or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.
7. Records
- (a) Access. Agencies and individuals agree to provide to ComVIP, to any federal or state agency having monitoring or reviewing authority or their authorized representatives upon reasonable notice, access to and the right to examine and audit all records and documents related to this MOU to determine compliance with relevant federal, state and local statutes, rules and regulations and this MOU, and to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this MOU, or until audit finding are resolved, whichever is greater.

- (b) Retention. ComVIP shall maintain and preserve in its possession all records relating to this MOU for a period of at least three (3) years from the termination date of this MOU, or until audit findings are resolved, whichever is greater.
- (c) Upon request, statistical data collected pursuant to this MOU shall be made available to participating LEAs.

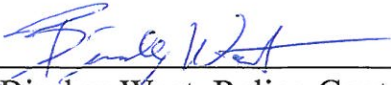
8. Compliance with Applicable Laws and policies.

- (a) All services to be performed by all agencies and individuals pursuant to this MOU shall be performed in accordance with all applicable federal, state, county, and municipal laws, ordinances and regulations.
- (b) Additionally, all law enforcement officers participating in SPF-SIG activities shall ensure that their actions adhere to their departmental policies and guidelines.
- (c) Each SPF-SIG activity will be supervised by a LEA supervisor with the rank of Sergeant or above. The lead LEA agency responsible for providing supervision from each SPF-SIG enforcement activity will be determined and mutually agreed upon in advance by ComVIP's Executive Committee at the time that a final SPF-SIG activities schedule is reviewed and approved by the ComVIP's Executive Committee.

9. Indemnification. Each responsible party shall indemnify, protect, defend, save, and hold all other parties, and each such other parties' officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions from such responsible party, its officers, employees, volunteers, and agents during performance of this MOU, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of such responsible party's officers, employees, agents, volunteers.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed on the date first above written.

Respectfully Submitted,


Bimley West, Police Captain

Reviewed and Approved,

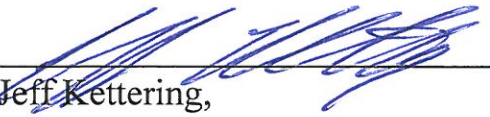
MERCED POLICE DEPARTMENT


Norman Andrade, Chief of Police

4-12-16

Date

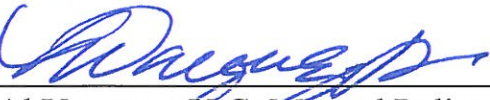
MERCED COUNTY PROBATION DEPARTMENT


Jeff Kettering,
Interim Merced County Probation Chief

5/9/16

Date

UNIVERSITY OF CALIFORNIA, MERCED POLICE DEPARTMENT


Al Vasquez, U.C. Merced Police Chief

05/12/2016

Date

UNITED WAY OF MERCED COUNTY, INC.


Carol Bowman, Executive Director
United Way of Merced County

5-23-2016

Date

APPROVED: CITY OF MERCED

BY: _____
Steve Carrigan
City Manager

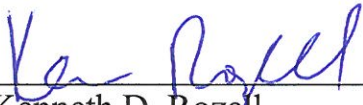
Date

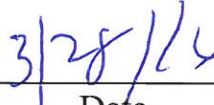
ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
John Tressider
Assistant City Clerk

Date

APPROVED AS TO FORM:

BY:  _____
Kenneth D. Rozell
Senior Deputy City Attorney

 _____
Date