

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF FRESNO POLICE DEPARTMENT
AND
FRESNO PACIFIC UNIVERSITY

CITY OF FRESNO
City Clerk's Office (Original)



**MEMORANDUM OF UNDERSTANDING
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AND
FRESNO PACIFIC UNIVERSITY**

ARTICLE 1. PARTIES

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Fresno (“City”) acting by and through the Chief of Police of the Fresno Police Department (“Chief”) and Fresno Pacific University (“FPU”) acting by and through the President of Fresno Pacific University.

ARTICLE 2. TERM

The term of this MOU shall commence on June 1st 2015 at 0800 and shall continue for a period of 12 months, with yearly review, unless terminated according to the provisions of Article 5 (Default and Termination) of this MOU.

ARTICLE 3. AUTHORITY

This MOU is entered into pursuant to the provisions of Section 830.7, Subsection (b), of the California Penal Code for the purpose of granting Campus Safety Officers of the FPU Department of Campus Safety the authority to exercise all powers of arrest of a peace officer as specified in the California Penal Code Section 836, during the course and within the scope of their employment and subject to the conditions herein set forth in Articles 6, 7, and 8 of this MOU.

ARTICLE 4. PROVISIONS OF LAW AND SEVERABILITY

This MOU shall be subject to the laws of the State of California and applicable local laws, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. If any article, part or provision of this MOU is held to be invalid or unenforceable by any court of competent jurisdiction, such article, part, or provision shall be suspended and superseded by such applicable law and the remainder of the MOU shall not be affected thereby.

ARTICLE 5. DEFAULT AND TERMINATION

In the event FPU fails to abide by the terms and conditions of the MOU, the Chief or his designee shall give FPU written notice to correct the defect and if the same is not corrected, or substantial steps taken toward accomplishing such correction to the satisfaction of the Chief, within ten (10) days after receipt of such notification, the Chief or his designee may terminate

this MOU by giving FPU written notice of termination, which notice shall be effective immediately upon receipt by FPU.

ARTICLE 6. QUALIFICATIONS AND TRAINING STANDARDS

In order to exercise the powers of arrest of a peace officer, as specified in California Penal Code Section 836, Campus Safety Officers must fulfill all of the following requirements:

- Meet the minimum standards of training prescribed by the California Commission on Peace Officers Standards and Training as set forth in the California Penal Code, Section 832.
- Meet further reasonable qualifications for employment deemed necessary by the Director of Campus Safety, and FPU and be included on a roster of those Campus Safety personnel authorized by the Director of Campus Safety and FPU, to make arrests in the circumstances specified in California Penal Code Section 836.

ARTICLE 7. LIMITATIONS OF AUTHORITY

Officers of the FPU Department of Campus Safety shall be authorized to exercise the powers of arrest of a peace officer while they are on duty and in the authorized uniform with the FPU Department of Campus Safety.

ARTICLE 8. SPECIFIC GEOGRAPHICAL BOUNDARIES

The following is a list of addresses under FPU jurisdiction that are located within the City of Fresno. These properties are used for educational, counseling, or housing purposes. Along with the street addresses for which FPU is responsible, corresponding FPD police reporting zones have been listed for recording and dispatching purposes.

1717 S. Chestnut Ave. (Main Campus)	3/G/2762	4838 E. Butler Avenue (BTH 1)	3/G/2762
1719 S. Winery Ave.	3/G/2762	4843 E. Butler Avenue (BTH 2)	3/G/2762
5 River Park Place West 201, 301	4/A/0856	4866 E. Butler Avenue (BTH 4)	3/G/2762
4420 N. First St. #120 (counseling center)	4/E/1758		
1525 S. Garden Avenue (HTN 1)	3/G/2762	1515 S. Garden Avenue (TH 1)	3/G/2762
4847 E. Heaton Avenue (HTN 2)	3/G/2762	4846 E. Townsend Avenue (TH2)	3/G/2762
4853 E. Heaton Avenue (HTN 3)	3/G/2762	4852 E. Townsend Avenue (TH3)	3/G/2762
4859 E. Heaton Avenue (HTN 4)	3/G/2762	4858 E. Townsend Avenue (TH4)	3/G/2762
4865 E. Heaton Avenue (HTN 5)	3/G/2762	4864 E. Townsend Avenue (TH5)	3/G/2762
4871 E. Heaton Avenue (HTN 6)	3/G/2762	4870 E. Townsend Avenue (TH6)	3/G/2762
4877 E. Heaton Avenue (HTN 7)	3/G/2762	4876 E. Townsend Avenue (TH7)	3/G/2762
4889 E. Heaton Avenue (HTN 9)	3/G/2762	4882 E. Townsend Avenue (TH8)	3/G/2762
1586 S Winery Avenue (HTN11)	3/G/2762	4888 E. Townsend Avenue (TH9)	3/G/2762
4919 E. Heaton Avenue (HTN 20)	3/G/2762	4894 E. Townsend Avenue (TH10)	3/G/2762
4927 E. Heaton Avenue (HTN 22)	3/G/2762	1516 S. Winery Avenue (TH11)	3/G/2762
4981 E. Heaton Avenue (HTN 36)	3/G/2762	4837 E. Townsend Avenue (TH12)	3/G/2762

4978 E. Heaton Ave. (Willow Gardens)	3/G/2762	4845 E. Townsend Avenue (TH13)	3/G/2762
4980 E. Heaton Ave. (Willow Gardens)	3/G/2762	4867 E. Townsend Avenue (TH15)	3/G/2762
1634 S. Willow Avenue.	3/G/2762	4902 E. Townsend Avenue (TH16)	3/G/2762
		4913 E. Townsend Avenue (TH19)	3/G/2762

ARTICLE 9. REPORTS, RECORDS AND INSPECTIONS

The FPU Department of Campus Safety shall be responsible for the reporting of criminal activity occurring on campus and/or property controlled by the campus and fulfills the following:

- Maintain a daily occurrence report of all police and enforcement related activities.
- All reports, records and files of enforcement activities by the Department of Campus Safety shall be maintained indefinitely.
- All reports, records and files of enforcement activities by the Department of Campus Safety, shall be open for inspection to designated members of the City of Fresno Police Department (“FPD”).
- Monthly crime statistics shall be maintained and supplied to the Southeast District Commander or his designee by FPU, depicting specific locations of reported crimes on the campus and including all properties controlled by FPU.
- The Department of Campus Safety shall maintain a roster of all Campus Safety personnel authorized by the Director of Campus Safety to make arrests in the circumstances specified in California Penal Code Section 836. A copy of the roster shall be forwarded to the Chief or his designee within twenty-four (24) hours after any changes.

INITIAL CRIME REPORTS

- Initial crime reports will generally be taken by FPU Department of Campus Safety for all crimes occurring on campus and all properties that are the responsibility of the University. FPD will immediately be notified and will handle the initial reports and follow up investigations for the following Part I violent crimes, as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation and Section 67381 of the Education Code:
 - Homicide
 - Forcible rape
 - Robbery
 - Aggravated assault

Other Part I or Part II offenses will be handled by the FPU Department of Campus Safety unless a request is made to the FPD by FPU campus safety to handle the investigation.

INVESTIGATIONS

When FPD dispatch is notified first of crimes other than those listed above as Part I violent crimes, FPU campus safety will be notified by FPD dispatch to respond and investigate. In the event the caller is somewhere other than on FPU property, FPU campus safety may request that FPD handle the investigation.

- All follow up investigations, for the above described Part I violent crimes, shall be the responsibility of FPD.

ARTICLE 10. INSURANCE

FPU shall procure, at its own expense and keep at all times during the terms of this MOU:

- Reasonable insurance for the operations and functions related to the authority granted by the terms of this MOU, which at minimum shall meet the requirements set forth in Exhibit "A" hereto.
- Such insurance policy may provide for reasonable deductible and/or retention based on the nature of FPU's operation and the type of insurance involved.
- FPU shall provide proof of insurance to FPD. FPU shall not be authorized by the provisions of California Penal Code Section 830.7(b) and not commence activity pursuant to this MOU until the documents evidencing insurance coverage have been filed.

ARTICLE 11. WRITTEN NOTICES

Written notices to the Chief shall be sent by registered or certified mail, postage prepaid and addressed to said party or to such other addressee as designated by the Chief. Written notices to FPU shall be sent by registered or certified mail, postage prepaid and addressed to said party at 1717 S. Chestnut Ave, Fresno California 93702, or to such other addressee as designated by FPU.

Notwithstanding the foregoing, all notices may be delivered personally to the office of the Director of Campus Safety or FPU.

ARTICLE 12. INDEMNIFICATION

FPU shall indemnify, defend and hold harmless the City of Fresno, its Special Districts, elected and appointed officers, officials, employees, agents and volunteers from and against any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), incurred by FPU, City of Fresno or any other person, and from and all demands, claims and in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of

FPU or any of its officers, officials, employees, agents or volunteers in the performance of this MOU.

If FPU should subcontract all or any portion of the work to be performed under this MOU, FPU shall require each subcontractor to indemnify, hold harmless and defend City of Fresno, and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this MOU.

ARTICLE 13. AUTHORIZATION WARRANTY

Each party hereby represents and warrants that the persons executing this MOU on their behalf, is an authorized agent who has actual authority to bind the party to each and every term and obligation set forth in this agreement.

IN WITNESS WHEREOF, the City of Fresno Police Department and Fresno Pacific University cause this Agreement to be entered into on their behalf by their duly authorized employees or officers the day, month and year first written above.

CITY OF FRESNO

BY: 
Jerry Dyer,
Chief

DATE: 4/15/15

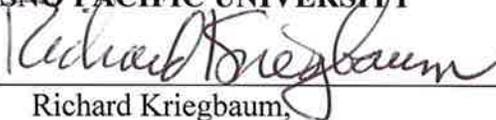
APPROVED AS TO FORM:
DOUGLAS T. SLOAN
CITY ATTORNEY

By:  6/2/15
Raj Singh Badhesha
Deputy

ATTEST:
YVONNE SPENCE, CMC,
CITY CLERK

By:  6/3/15
Deputy

FRESNO PACIFIC UNIVERSITY

BY: 
Richard Kriegbaum,
University President

DATE: 5-14-15

BY: 
Gary L. Mejia,
Executive Director, Campus Safety

DATE: 4/28/15

Exhibit "A"

FPU shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by FPU, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if FPU has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability Insurance with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

If the FPU maintains higher limits than the minimums shown above, FPD requires and shall be entitled to coverage for the higher limits maintained by FPU. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FPD.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City of Fresno, its Special Districts, elected and appointed officers, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of FPU including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to FPU's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, FPU's insurance coverage shall be primary insurance as respects the City of Fresno, its Special Districts, elected and appointed officers, employees, and agents.

Any insurance or self-insurance maintained by the City of Fresno, its Special Districts, elected and appointed officers, employees, and agents shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City/FPD.

Waiver of Subrogation. FPU hereby grants to the City a waiver of any right to subrogation which any insurer of FPU may acquire against the City by virtue of the payment of any loss under such insurance. FPU agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require FPU to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage. FPU shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive FPU's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors. FPU shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and FPU shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.