

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHARLOTTE'S POLICE DEPARTMENT
AND THE
BUSINESS SUPPORT SERVICES' EQUIPMENT MANAGEMENT
DIVISION**

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to describe the agreements, schedules, costs, responsibilities, and accountabilities as determined by the Charlotte Mecklenburg Police Department (CMPD) and the Equipment Management Division (EMD) of Business Support Services team established to provide a delineation of services. This MOU is a joint effort approach. It is the team's joint intent to implement the terms and conditions described in this MOU, once approved, into the current daily operations of CMPD and EMD with a goal of total implementation by January 1, 2007.

2. Overview

- The mission of the Charlotte-Mecklenburg Police Department is “to build problem-solving partnerships with our citizens to prevent the next crime.” Preventing the next crime is a lofty goal, worth striving to reach. And we believe that through the successes of these partnerships, the contributions of officers and citizens, crime can be reduced and the quality of life within our community can be improved.
- EMD provides equipment related fleet services to CMPD and numerous other City of Charlotte internal customers through a network of in-house and vendor provided services.

3. Equipment Usage Philosophy

CMPD has designated a standard complement of equipment that must be available 24/7 in order to meet community policing and other citizen service delivery goals.

4. Guiding Principles

EMD and CMPD mutually agree to work together as a team:

- To provide the highest level of equipment related services at the lowest possible cost.
- To look constantly for ways to reduce maintenance costs and equipment downtime.
- To share information.
- To involve each other in the development of any and all tests, evaluations, use of consultants as it pertains to CMPD's equipment.

- To provide as much advance notice as possible of any changes that could/will affect the other agency.
- To respond to all questions and requests in a timely manner.
- To comply with all provisions of this MOU.
- To report all equipment problems promptly.
- To provide repair authorizations promptly.
- To ensure all equipment is in a safe and road worthy condition prior to operating.
- To use the team approach in making maintenance decisions and changes to existing maintenance procedures.
- To continue to search for better and more efficient shop equipment.
- To continue to adjust equipment specifications eliminating the need for shop up-fits or modifications prior to putting equipment into service.

5. Scope of Service Delivery

EMD provides the following range of services:

- Fleet Policy Development
- Equipment Replacement Planning
- Equipment specification Preparation
- Equipment Selection and Purchase Coordination
- Equipment Fuel Contract Management
- Equipment Utilization Review
- Equipment Preventive and Routine Maintenance programs
- Equipment Maintenance and Repair Services
- Equipment Damage Repair Services
- Vendor Repair Coordination
- Equipment Towing Services

- Equipment Related Training
- Surplus Equipment Disposal
- Equipment and Component Testing

5.1 **EMD Workmanship Warranty**

- EMD will warrant the shop's work for **30 days** or **2,000 miles**, whichever comes first, for defective workmanship.
- If defective workmanship is determined, EMD will make the necessary repairs to correct the original problem at no additional charge to CMPD.
- For documentation purposes, labor hours and parts needed to correct the original problem will be charged on a new work order and then credited back, resulting in no additional cost to CMPD.

5.2 **Priority Service**

- EMD's Seigle Avenue shop is designated as the primary facility for the maintenance and repair of CMPD's equipment.
- All other EMD shops are prepared to assist CMPD with emergency repairs on an as needed basis.
- EMD's Seigle Avenue Shop will provide CMPD the highest possible priority, taking into consideration priorities of other KBU's equipment being serviced at that facility.
- The Seigle Avenue Shop is prepared to work overtime at the direction of CMPD as needed to prepare the "priority equipment" for service the next business day.
- CMPD agrees to deliver the equipment scheduled for PM services to the Seigle Avenue Shop or the designated private sector preventive maintenance service provider.
- The Seigle Avenue Shop will provide cold weather assistance (described as 32 degrees Fahrenheit or below) to CMPD upon their request. Technicians and/or private sector vendors will perform any and all tasks necessary to expedite equipment availability.
- Although the Seigle Avenue Shop is designated as the primary service provider, all EMD shops and designated private sector locations are available to provide drive-up service for CMPD equipment. These services are described as those that can be completed in one hour or less. These services will be accorded the shop's highest priority during that time period. These services include, but are not limited to:

- North Carolina State Inspection (Seigle Avenue Shop and private sector locations only)
- PMA
- Tire Work
- Wiper Blades, Bulbs, Fluids, Batteries, etc.

5.3 **Holiday Service**

- CMPD operates on all holidays.
- EMD is available on an “on-call” basis on all holidays.
- EMD will notify CMPD, in advance, of shop holiday staff and locations available.
- EMD will charge CMPD only for time and materials provided to them. EMD time worked and not utilized by CMPD will be used to provide services to other customers.

5.4 **Non-Holiday Related Extended Work Hour Service**

- Examples of the need to extend shop work hours include service delays, bad weather, special events and other service demands.
- EMD will provide CMPD equipment maintenance and repair services after normal working hours at the Seigle Avenue Shop upon receiving a request from CMPD.
- CMPD will provide the Seigle Avenue Shop as much advance notification of the need to work additional hours as possible.
- CMPD will notify the Seigle Avenue Shop when they first consider the possibility of extra hours so that EMD technicians can be advised of potential additional hours and adjust their personal schedules.
- CMPD will communicate the request for additional services to the Seigle Avenue Shop Manager and Team Leaders.
- EMD will confirm the receipt of the request.
- If CMPD does not receive a confirmation within one hour they will place a follow-up phone call to EMD to verify that EMD has received the request.
- EMD will determine the number of technicians and associated staff necessary to provide a level of service to CMPD equal to that of the services delineated in this MOU.

5.5 EMD Fleet Facilities

At the time of MOU implementation, EMD'S facility information is as follows:

Facility	Address	Operation Hours*	Primary #'s
Administration and Analysis	829 Louise Avenue	7:00 a.m. – 5:00 p.m. Monday - Friday	(704) 336-3029
Louise Avenue Shop	829 Louise Avenue	6:00 a.m.–10:30 p.m. Monday – Friday	(704) 336-3050
Sweden Road Shop	4600 Sweden Road	6:00 a.m.–10:30 p.m. Monday – Friday	(704) 432-6484
Seigle Avenue Shop	932 Seigle Avenue	6:00 a.m.–10:30 p.m. Monday – Friday	(704) 336-2722
Tuckaseegee Road Shop	701 Tuckaseegee Road	7:00 a.m. – 3:30 p.m. Monday – Friday	(704) 336-6059
Orr Road Shop	6001 General Commerce Drive	Tuesday & Thursday	(704) 336-2770

* Excluding City Holidays

5.6 EMD Staff Contacts

- EMD's Operations Manager will coordinate all aspects of this agreement with CMPD.
- The Seigle Avenue Shop Manager and their staff will manage day-to-day maintenance and repair activities.
- Other EMD shops and their services are available to CMPD on an as needed basis.
- The EMD Fleet Manager is ultimately accountable for all EMD deliverables.
- At the time of MOU implementation, EMD's staff contacts are as follows:

Position	Name	Work Telephone #	After Hours Contact Number
Fleet Manager	Rudolph Payton	(704) 336-6831	(704) 201-9563
Operations Manager	Karen King	(704) 336-5775	(980) 722-7724
Louise Ave Shop Mgr	Rich Laird	(704)336-5773	(704) 309-6905
Sweden Rd Shop Mgr	Tim Hoekzema	(704) 432-5744	(704) 622-4787
Seigle Ave Shop Mgr	Roddy Langley	(704) 336-4961	(980) 721-4676
Tuckaseegee Rd Team Leader	Jerry Alexander	(704) 336-6059	(980) 721-5524
Parts Manager	John Nadreau	(704) 432-2348	(704) 201-9568
Specification Development	Wayne Davis	(704) 336-2742	(704) 363-7064
Tags and Titles	Sandy McLean	(704) 336-3036	N/A
Fleet Analyst	Chris Stevenson	(704) 432-4760	(704) 707-2507
Business Manager	Barry Humphries	(704) 336-4586	N/A

5.7 CMPD Staff Contacts

Position	Name	Office Number	After-Hours Contact Number
CMPD Fleet Manager	Rick Smith	(704) 336-5691	(704) 579-3515
Property Control Manager	Richard Danielsen	(704) 336-7727	(704) 351-5995
Watch Command	Captain on Duty	(704) 336-2141	(704) 336-2141

6. Equipment Repair Authorization

- CMPD requires EMD receive pre-approval for all equipment repairs estimated to be over \$1,000 (excluding tire and brake work).
- CMPD requires EMD receive pre-approval for all customer-directed equipment work required by CMPD operations staff members regardless of cost.
- CMPD agrees to provide a decision within one hour of being contacted by EMD during normal working hours.
- EMD will request prior authorization from CMPD’s Fleet Manager or designee.
- Should the above customer staff be unavailable, EMD will delay the repair until customer authorization is received.
- Equipment availability calculations will not include time waiting for customer repair authorization.

7. Preventive Maintenance (PM) Services

- CMPD equipment may use any EMD shop or any EMD approved private sector vendor for PM service. It is understood that every-other “long PM” will be serviced at Seigle Avenue Shop.
- PM services are as follows:

PM Designation	PM Focus	Frequency
PMA	Mfg. Recommendations	3,000 miles marked units 4,000 miles unmarked units
PMB*	Bumper-to-Bumper	6,000 miles marked units 9,000 miles unmarked units
PMT	Transmission	24 months
PMN	NC State Inspection	12 months

*Note: PMB includes PMA

- EMD will provide CMPD daily and monthly PM schedules. EMD will coordinate the schedules with customer's staff so that PM's goals can be met with minimal operational disruption.
- Achievement of PM compliance is essential to the overall maintenance program success. EMD and CMPD mutually agree to a goal of **95%** PM compliance on the initially scheduled date. Missed appointments, after three written notifications from EMD, will not count against EMD's compliance goal.
- EMD will replace all brake shoes and brake pads during PM's when, upon inspection, they are found to be work **50% or more** from their new condition.

8. **Routine and Predictable Maintenance Services**

These services shall consist of predictable, un-scheduled repair or maintenance that fit EMD's menu of services. These services typically include items listed in the maintenance section of the equipment's owner's manual (oil changes, brakes and tires).

9. **Customer-Directed Work**

EMD will respond to customer requests to perform work outside of the preventive maintenance, routine and predictable maintenance scope of services at current rates. These services typically include items not listed in the maintenance section of the equipment's owner's manual such as equipment modifications, damage repairs, and other non-routine or non-PM related work.

10. **Warranty Related Equipment Services**

10.1 **Original Equipment Warranties (new units)**

- EMD will determine if the repairs needed are under warranty and if so, coordinate the work with the warranty provider.
- EMD is an authorized Ford and General Motors light equipment warranty shop to facilitate more economical and timely warranty repairs.
- EMD will consult with CMPD on minor warranty items that will require significant downtime if returned to the warranty provider and provide CMPD the option of having the work done by the EMD shop at additional cost.
- If this option is chosen, EMD will charge CMPD for the work, pursue reimbursement of costs from the warranty provider, and credit CMPD only if and when reimbursement is received.

10.2 **Warranty of Replacement Parts**

- EMD will warrant replacement parts in accordance with warranty provided by the parts' manufacturer or distributor.

10.3 **Vendor Supplied Parts and Workmanship Warranty**

- EMD will pursue credits for parts and repairs performed by outside vendors during the warranty period or due to poor workmanship, excluding those services and products CMPD contracts for directly.
- EMD will apply any credits when received to the original work order.

11. **Out-of-Warranty Repair Services**

- EMD will evaluate repair services needed and determine if they can be best accomplished in-house or through the use of an outside vendor. The goal is to return the equipment to service as quickly as possible at the most affordable cost.
- The decision as to who will provide the service will be based on current shop workload, projected turn-around time, the level of shop or vendor expertise, and repair costs.
- In the event an outside vendor can provide a quicker turn-around time at a higher cost than EMD, CMPD will be contacted for a decision on how to proceed with the repair.

12. **Other Equipment Related Services**

12.1 **Road Call Service**

- EMD will determine if roadside service is appropriate for CMPD's equipment upon notification by CMPD on a case-by-case basis.
- The decision to dispatch a technician, a vendor, or a tow truck will be based on EMD's estimate of the severity of the problem, the equipment's location and the effort required at the scene to get the equipment back into service.
- EMD will make the decision and notify CMPD of the planned response within 30 minutes. When the appropriate response is to provide roadside assistance, EMD will have a service provider at the scene within one hour or less **90%** of the time within Mecklenburg County.

12.2 **Two-way Radios and Other Communications Equipment**

- CMPD will be responsible for the coordinating radio installation with Business Support Services Radio Division (CD). This includes scheduling, delivering and picking up the equipment at the designated radio installation site.
- CMPD will also be responsible for scheduling radio repairs, etc. including equipment delivery and pick-up to the designated radio service area with CD.

12.3 **Towing Services**

- EMD is responsible for the development and management of the towing service contract for all City equipment.
- At the time of this MOU, the towing fee for light equipment is \$55.00, \$75.00 for medium-duty equipment and \$150.00 for heavy-duty trucks and equipment where no additional special services are required.
- EMD will apply these services with the sublet mark-up to the specific equipment repair work orders where towing is required.
- EMD will credit CMPD for towing services that are the result of poor EMD workmanship.
- EMD will credit CMPD for all warranty related towing if towing charges are covered under the warranty repair and reimbursed by the warranty contractor.

12.4 **Vehicle / Equipment Washing**

- CMPD will be responsible for the regular washing and cleaning of their equipment.
- EMD will be responsible for determining the cost-per-wash for the Louise Avenue Wash Facility (currently \$3.50).
- Access to the Louise Avenue Wash Facility is controlled by a magnetic card, furnished by EMD.
- EMD has relied on the manufacturer's estimates and the cost of operation of similar wash facilities in similar locations to determine its cost per wash.
- The current cost will need to be adjusted after EMD has actual operating experience and obtains a better idea of the frequency of use by all customers.

13. **Operator Required Services**

- CMPD staff will perform a daily pre-trip inspection of shared equipment before operation and record that inspection on a form prepared by CMPD.
- The inspection will include checking all fluid levels (adding fluids as necessary), brake function, tire condition and air pressure, and all other items required by the form.
- Officers will check public safety equipment functions.
- CMPD staff will notify supervisors of problem areas and equipment will not be operated if it has safety related defects.

- CMPD staff will clean debris from the equipment prior to delivery for service.
- CMPD will report all equipment problems that are discovered during daily operations to EMD. Accurate odometer readings are required when reporting problems.

14. Self-Performed Work

- None at this time.

15. Accident Repair Services

- CMPD will notify Finance/Risk Management Division (FRMD) and EMD of equipment accidents at the earliest possible time.
- EMD and CMPD will coordinate the removal of CMPD's equipment from the accident location and its delivery to the FRMD designated repair or inspection location. See attachment for impound procedures.
- EMD will not begin the repair process until FRMD provides an accident control file number and the repairs have been approved by CMPD.
- EMD will coordinate the repair of equipment and inspect the work for operational and safety compliance prior to returning the equipment to CMPD.
- The status of accident damage repair work will be shown on the daily CMPD equipment availability reports.
- EMD will notify CMPD if equipment appears to be damaged and there is no record of the damage in the system. Upon notification, CMPD will advise EMD how to proceed with the damage repair.
- CMPD is accountable for the annual accident rate and the associated repair costs.

16. Fueling

- EMD manages the commercial fueling contract for City equipment including CMPD.
- The current fueling contractor provides initial equipment and employee fueling cards to CMPD at no cost.
- The current contractor provides replacement cards at no cost per card.
- EMD will enter fuel downloads from the fueling contractor into FASTER by equipment number as they are received at no additional cost to CMPD.
- Currently fuel costs are billed directly to CMPD by City Finance and are not included in any EMD costs or fees to CMPD.

- EMD will coordinate with the commercial fueling contractor and City operating units to provide emergency fueling locations should conditions warrant. The Emergency Fueling Plan is attached.

17. **Contract Performance Metrics**

17.2 **Measure of Success**

- Success of this MOU will be achieved when: a) EMD delivers preventive and predictable services at or below the forecasted cost; b) CMPD adheres to the established maintenance program; and c) is able to meet their mission requirements.

17.2 **Fleet Availability**

- It is EMD’s goal to meet CMPD’s equipment needs each day.
- EMD will provide CMPD continuous availability reports indicating the repair status and estimated return to service time of all equipment that is out-of-service. These reports are provided Monday through Friday excluding City holidays.
- EMD will make every effort to keep CMPD equipment availability at a maximum.
- EMD will calculate CMPD equipment downtime based on the parameters of CMPD’s needs using information from EMD’s work order management system (FASTER).
- EMD will use the below availability goals as a guide:

Equipment Type	MOU Metric	Availability Goal
Marked Patrol Vehicles	95%	No more than 2 units down per division for 24 hours
Unmarked, Specialty and Undercover Equipment	95%	No more than 2 units down per division for 24 hours. Command and Specialty units will be priority.

18. **Equipment Management Information System - FASTER**

- EMD uses the FASTER equipment management information system to manage its equipment maintenance operations and collect costs.
- All equipment costs, both EMD and CMPD originated, will be entered into the FASTER system.
- EMD agrees to provide a variety of standard and special reports to CMPD to assist them in analyzing their equipment costs.

- The fleet “Administrative Fee” provides these services at no additional cost to CMPD unless there is a special request that requires EMD to contract with a technology services provider outside of the division. On those occasions, EMD will request CMPD approval prior to proceeding.
- EMD will supply FASTER information to designated CMPD computer workstations and provide on-site training for the FASTER system at no additional cost to CMPD.
- EMD will provide the following standard FASTER reports on a monthly basis.
 - Consolidated billing report by cost center.
 - Summary of major expenses by RTY code.
 - Cost-to-date versus budgeted costs with analysis.
 - Downtime report by vehicle class.
 - Daily ready report.
 - Daily vehicle call-n report.

18. **Equipment Life cycle Management**

19.1 **Equipment Replacement**

- CMPD is responsible for preparing equipment replacement recommendations to the City’s Budget and Evaluation Office for marked and vice equipment.
- EMD is responsible for preparing equipment replacement recommendations for all other equipment.
- EMD will work closely with CMPD to determine the need for equipment replacement and support their replacement requests.
- EMD will consult CMPD prior to replacement recommendations being forwarded to budget and Evaluation.
- Final replacement decisions are made through the City’s budgetary process.

19.2 **Equipment Specifications**

- EMD will provide specifications development and revision services to CMPD for new and replacement equipment.
- EMD will obtain CMPD’s written approval of final specifications prior to forwarding to BSS Procurement for purchase.
- EMD agrees to provide CMPD a monthly updated spreadsheet on new and replacement equipment indicating critical dates needed to ensure all equipment will be purchased and funds encumbered prior to the end of the fiscal year in which the purchase was authorized.

- EMD and CMPD staff will jointly inspect all new and replacement equipment upon arrival to ensure that it meets **100%** of all contract specifications.
- EMD will work with equipment manufacturers in correcting any equipment specifications deficiencies at no cost to CMPD.
- CMPD and EMD are interested in the impact that alternative fuels could have on regional air quality. The Charlotte City Council has adopted a “smart growth” principle to safeguard the environment and maintain a high quality of life for the community. Toward this end, CMPD and EMD are committed to testing and implementing air quality initiatives, the continued testing of alternative fuel and studying the implementation of hybrid fuel equipment in non-critical areas.

19.3 **New and Replacement Equipment Preparation for Service**

- EMD will prepare a continuous supply of new and replacement units to meet CMPD’s request to replace an existing unit or add an additional unit to the fleet.

19.4 **Surplus Equipment**

- EMD will prepare CMPD’s surplus equipment for delivery to the surplus property site after CMPD removes all radio equipment.
- CMPD will turn in the properly prepared surplus units prior to EMD issuing a replacement piece of equipment.
- EMD will work with CMPD and allow additional days for the surplus equipment turn-in to accommodate CMPD operational needs.
- EMD will complete the preparation of the surplus equipment for auction and deliver it to the auction site.
- Should CMPD desire long-term retention of surplus that is going to be replaced, CMPD will obtain written approval from Budget and Evaluation to retain the equipment that states the time period the equipment may be retained.
- EMD will track the extended turn-in date and provide CMPD sixty (60) days written notification of the new turn-in date.

20. **Special Projects**

- EMD will assist CMPD with special project work upon receiving their request.
- Projects that are administrative in nature are subject to staff availability. If performed by EMD administrative staff, there will be no additional cost to CMPD.

- Specialized operator and other training, if provided by “labor rate staff”, will be billed to CMPD at the hourly rate in effect at the time the services are provided.

21. **Billing and Fee Structures**

21.1 **EMD Fee Structure**

EMD’s annual budget is zero-based. All costs incurred in managing and maintaining CMPD equipment are recovered through a fee structure. The fees are reviewed annually and adjusted as needed with the goal to “zero out” at the end of the fiscal year. A short description of each of the FY05 rates currently in place used to cost EMD services as follows:

- **Administrative Fee** – The administrative fee is calculated to recover the cost of providing administrative and analysis services. The FY05 fee is \$28.00 per piece of equipment, per month.
- **Shop Labor Rate** – The shop labor rate is calculated to recover the cost of providing shop facilities and labor hours to maintain and repair equipment. The FY05 labor rate is \$46.00 per hour.
- **Parts Mark Up Rate** – The parts mark up rate is calculated to recover the cost of the parts operation. The FY05 parts mark up rate is 20%.
- **Sublet Mark Up Rate** – The sublet mark up rate is calculated to recover the operational costs of contracting services out to private sector vendors. The FY05 sublet rate is 145. Single sublet contracts amounts are capped at \$500, with the same crediting practice described under Warranty Claims.

21.2 **Allocation of Cost Drivers to Rates and Fees**

Cost Driver	Parts Mark-Up	Sublet Mark-Up	Hourly Labor Rate	Administrative Fee
Administrative & Analysis Staff	0%	0%	0%	100%
Operations Manager	25%	25%	50%	0%
Shop Managers	25%	25%	50%	0%
Shift Team Leaders	0%	25%	75%	0%
Operations Assistants	0%	33.33%	66.67%	0%
Service Technicians	0%	0%	100%	0%
Parts Staff	100%	0%	0%	0%
Operating Expenses	Prorated	Prorated	Prorated	Actual

21.3 **Maintenance and Repair Services**

- Services provided by EMD staff will be billed on a time-and-material basis using the applicable employee labor rate and applicable parts mark-up rate.

- Services provided by outside contractors (sublets) will be billed at actual costs plus the applicable sublet mark-up.

21.4 **Administrative and Analysis Services**

- Administrative and Analysis services will be billed on a per equipment unit basis at the current administrative fee rate.
- Special projects requiring the services of external resources will be billed on the basis of actual costs incurred.

21.5 **Billing Cycle**

- EMD's goal is to provide all customers, including CMPD, a detailed billing report on or before the fifth (5th) working day of the month immediately following the billing month. EMD will provide timely year-end cut off data during the month of June to facilitate year-end closings.

21.6 **Maintenance Cost Projections**

EMD provides all customers, including CMPD, a budgetary tool designed to assist in the development of budget projections. The reports are prepared by EMD staff in an effort to provide current cost information and are based on the most recent two years of maintenance history. Projections in the form of MS Excel worksheets are for either the coming fiscal year or the coming two fiscal years depending on the budget year.

22. **Fleet Management Services**

22.1 **Operational Meetings**

- EMD and CMPD mutually agree to have period operational meetings to discuss all issues concerning maintenance and repair, coordination, special projects, special requests and MOU cost status.
- EMD and CMPD mutually agree to make the appropriate administrative and operational staff members available to attend these operational meetings.

22.2 **Maintenance / Repair Time Analysis**

- EMD will periodically review repair times for common repair procedures performed by EMD staff and compare those times to industry standard time, reference guides and/or manufacturer warranty guides.
- EMD will advise CMPD of the results of this analysis and EMD's plans to bring repair times in-line with the standard industry standards where the analysis reveals improvements are needed.

- EMD's goal is to meet or exceed all industry standards on similar work performed on CMPD equipment.

22.3 **Maintenance and Repair Parts**

- EMD and CMPD will jointly determine the need to stock repair parts and the low count number in an effort to increase equipment availability.
- On expensive parts, if CMPD desires to stock a higher number of parts than EMD recommends, CMPD may elect to purchase the additional parts. EMD will keep them in the parts room and issue them on an as needed basis with no mark-up.
- CMPD requires that EMD use the following in all equipment repairs:
 - New pursuit tires – no plugging or repairs permitted.
 - Manufacturer's recommended batteries.
 - Manufacturer's recommended alternators.
 - Manufacturer's recommended filters.

22.4 **Customer Managed Parts and Sublet Contracts**

- EMD will not mark-up parts or sublets services that are managed, stocked, delivered, inspected and approved by CMPD.
- Current examples include:
 - Prisoner Shields
 - Wig Wags
 - K-9 Cages
 - Window Bars
 - Laptop Mounts
 - Bulkheads
 - Flashlight Chargers
- ***Note: If CMPD contracts for parts or services and direct pays the vendors and desires EMD to enter the transactions into the FASTER system, a transaction fee for this service will need to be negotiated and entered into this MOU. The fee will be lower than the current parts and sublet mark-up percentages.***

22.5 **Equipment and Parts Testing**

- EMD and customer mutually agree to aggressively test equipment and repair parts to determine the best value for CMPD.
- EMD and customer mutually agree that all parties will be notified in advance by the testing party of any areas where they plan to do testing, invite the other party to participate, share the test results, and involve the other party in the decision process.

23. MOU Change Management and Administration

- Both parties understand that during the term of this MOU, it may become necessary or desirable to change the scope, frequency, schedule, content or fees charged for the services performed by either party under this MOU (all of such changes being collectively referred to as “Change”). Change shall occur only in accordance with the terms of this Section.
- In the event either party desires a Change, the division manager for such party shall prepare and submit to the other party a detailed written statement setting forth the following (a “Change Statement”): (i) the Change requested, including all modifications of the scope, frequency, schedule or content of the services performed by either party under this MOU; (ii) the reason for the proposed Change; (iii) a detailed analysis of the impact of the Change on the services provided by both parties, and the frequency and schedule of such services; (iv) the estimated impact of such Change on the staffing needs of both parties (if any); (v) a detailed analysis of the impact of such Change on the fees charged for services under this MOU, and any other costs or expenses that are likely to be incurred by either party as a result of such Change.
- If the receiving party desires to accept the Change Statement, the Key Business Executive (KBE) for the receiving party shall sign the Change Statement and return it to the party that initiated it. The Change Statement shall then be deemed an amendment to this MOU.
- If the receiving party does not accept the Change Statement in writing within ten (10) days after receipt, the receiving party shall be deemed to have rejected the Change Statement. If receiving party rejects the Change Statement, the division managers for both parties will meet within ten (10) days of the rejection in an attempt to resolve the matter. If the division managers are unable to resolve the matter and the initiating party desires to pursue the Change, the initiating party shall send the Change Statement to the Key Business Executives (KBEs) for both parties and request that the matter be resolved.
- Upon receipt of a Change Statement that could not be resolved at the division manager level, the KBEs shall meet and attempt to resolve the matter as soon as reasonably practicable, but in any event within thirty (30) days after receipt of the Change Statement. If the KBEs cannot reach agreement on a proposed Change, the matter will be resolved through following the rules established by the City Manager from time to time for resolving conflicts among Key Business Units of the City. Pending resolution of the Change Statement, both parties shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.
- This MOU is intended to be the agreement between CMPD and EMD to describe equipment maintenance and repair services for CMPD and EMD.
- Assignment or transfer of any interest in or duty under this agreement requires the written consent of both parties.

- This agreement will become effective on the date that both parties have signed the agreement and will extend until the end of the fiscal year.

By: _____
Deputy Chief K. D. Williams
Charlotte-Mecklenburg Police Department

Date: _____

By: _____
Rudy Payton, Management – Equipment
Management Division – Business Support Services

Date: _____

By: _____
Chief Darrel Stephens, KBE
Charlotte-Mecklenburg Police Department

Date: _____

By: _____
Susan M. Johnson, KBE – Business Support Services

Date: _____

MOU Consequences for Customer
Charlotte-Mecklenburg Police Department

Section 6. Equipment Repair Authorization

Bullet 3: Should a decision not be delivered within their required 1 hour period during normal working hours. EMD will cease repairs and remove the vehicle from the repair bay with CMPD paying for the time involved. The repair will be rescheduled in accordance with workload and technician availability after authority is received.

Section 7. Preventive Maintenance (PM) Services

Bullet 4: CMPD will deliver the daily PM schedule to all Team Offices by 7:00 a.m. daily. CMPD will revoke Fueling Card privileges for vehicles not presented for service within 10 days of the first notification. Vehicles not arriving for service within the 10 day period will not be allowed to receive service at an outside vendor and will be directed to a City facility for maintenance.

Section 16. Fueling and Section 18 Information Management

Bullet 4: CMPD agrees to review and the fuel error mileage reports and take corrective action within three days with the Team Office. Examples of existing problems; incorrect mileage entries, use of correct fuel card and use of single card for multiple car fueling creates incorrect PM schedules and reports for analysis. (Cost per mile, component life; such as tires, brakes and engines.)

Section 19. Life Cycle Management

CMPD will present vehicles for evaluation on schedule in order to present an accurate replacement listing as well as specification development for Budget and Procurement. Schedules are sent by EMD at least two weeks in advance.