

**REDLANDS
POLICE**

**CITY OF REDLANDS
POLICE DEPARTMENT**

**MARK A. GARCIA
CHIEF OF POLICE**

November 9, 2011

Mr. Jim Appleton
President
University of Redlands
1200 East Colton Avenue
PO Box 3080
Redlands, California 92373

Dear Mr. Appleton,

This letter serves to provide my written support for the Memorandum of Understanding (MOU) between the City of Redlands Police Department and the University of Redlands. The MOU was signed on October 10, 2005 and continues to be valid. The MOU was designed for the mutual benefit of both the City of Redlands and the University of Redlands in an effort to promote public safety within our city.

I have read the MOU and I am in full agreement with all items stipulated in the MOU. The MOU appears to continue to be pertinent in addressing mutual public safety concerns. As such, this letter is crafted to express support for the MOU and no new MOU is legally necessary.

I have reviewed this matter with the Redlands City Attorney, Dan McHugh and he is in agreement that this letter is sufficient to serve as notice that the MOU remains in full force. I appreciate the continued partnership with the University of Redlands and I look forward to working with you. If you have any questions or concerns please do not hesitate to contact me.

Sincerely,



Mark A. Garcia
Chief of Police

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDLANDS AND
THE UNIVERSITY OF REDLANDS**

This Memorandum of Understanding is made and entered into this 18th day of October, 2005 (the "Effective Date") by and between the City of Redlands ("City") and the University of Redlands ("University") who are sometimes individually referred to herein as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS, the University has requested that the City enter into a Memorandum of Understanding pursuant to the provisions of Penal Code Section 830.7(b) to allow the University's Public Safety Officers to exercise the powers of arrest during the course and scope of their employment; and

WHEREAS, the University represents that its persons who are regularly employed as Public Safety Officers have satisfied the requirements of Penal Code sections 830.7 and 832 with respect to entering into this Memorandum of Understanding; and

WHEREAS, the Chief of Police of the City concurs with, and consents to, the City's entry into this Memorandum of Understanding;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and the University of Redlands agree as follows:

AGREEMENT

1. Officers of the University are hereby authorized by this Memorandum of Understanding and the provisions of Penal Code section 830.7 to exercise the powers of arrest specified in Penal Code section 836.

2. The foregoing authorization shall only apply to persons who have received a course of instruction in the exercise of such powers pursuant to Penal Code section 832. Further, such powers shall only be exercised by such person in the course and scope of their employment with the Department of Public Safety of the University. In order to exercise the powers of arrest of a peace officer, as specified in California Penal Code Section 836, Public Safety Officers shall fulfill all of the following requirements:

- A. Meet the minimum standards of training prescribed by the California Commission on Peace Officer Standard and Training as set forth in California Penal Code Section 832;
- B. Meet further reasonable qualifications for employment deemed necessary by the Chief of Department of Public Safety of the University;
- C. Be employed by the University as a Public Safety Officer, Sergeant, Lieutenant, Captain

or Chief; and

- D. Be included on a roster of those Public Safety personnel authorized by the University's Chief of Public Safety to make arrests in the circumstances specified in California Penal Code Section 836.

3. The authorization provided by the Memorandum of Understanding shall not make, or be construed to make, any employees of the Department of Public Safety of the University peace officers, employees or representatives of the Chief of Police of the City, the Redlands Police Department, or of the City.

4. Either party may terminate this Memorandum of Understanding at any time by giving fourteen (14) days prior written notice of termination to the other Party.

5. The University shall be fully responsible for all actions of its employees and to that end shall indemnify, defend and hold harmless the Chief of Police of the City of Redlands, the City, and all elected officials, officers and employees of the City from any and all claims, lawsuits and liability for all negligent acts and omissions, or alleged negligent acts and omissions, of its employees.

6. The University's Department of Public Safety shall cooperate with the City and its Police Department in any investigations relating to actions pursuant to the authority provided by this Memorandum of Understanding.

7. Officers of the Department of Public Safety of the University shall be authorized to exercise the powers of arrest of a peace officer only while they are on duty with the University's Department of Public Safety and performing "authorized assignments." Authorized assignments are herein defined as the enforcement of all parking regulations on all properties and facilities owned, operated and/or controlled by the University, within the City, and in accordance with the policies and procedures of the Department of Public Safety of the University.

8. It is intended that this Memorandum of Understanding assist the University in collecting on University parking tickets which have been issued solely by the University's Public Safety Officers to violators utilizing University property. The collection process will be done by the University for all parking tickets paid within the first 21 days of their issuance. The University shall submit all parking tickets not paid within 21 days of their issuance to the City. The City will then be responsible for the collection of such tickets and shall be entitled to retain all proceeds from the collection thereof.

9. The University shall be responsible for the reporting of criminal activities occurring on campus and shall fulfill the following:

- A. Maintain a daily occurrence report of all police and enforcement related activities;
- B. All reports, records and files of enforcement activities of the Department of Public Safety shall be maintained indefinitely;

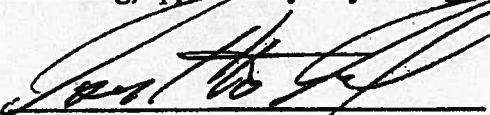
C. All reports, records and files of enforcement activities of the Department of Public Safety shall be open for inspection to designated members of the City's Police Department; and

D. The Department of Public Safety, shall maintain a roster of all Public Safety personnel authorized, by the Chief of Public Safety to make arrests in the circumstances specified in California Penal Code Section 836. A copy of the roster shall be forwarded to the City's Chief of Police, within 24 hours after any changes.

10. The City's Police Department shall be notified and investigate all violent crimes on the University's property within the City as required by law.

11. In the event any action is commenced to enforce or interpret the terms or conditions of this Memorandum of Understanding, the prevailing party in such action shall be entitled to recover, in addition to its costs and other relief, its reasonable attorneys' fees, including fees for in-house counsel of the respective Parties at rates prevailing in San Bernardino County, California.


12. This Memorandum of Understanding represents the entire agreement of the Parties hereto as to the matters contained herein, and any prior negotiations, verbal and written agreements with regard to the subject matter hereof between the City and the University are superseded by this Memorandum of Understanding. Any amendment to this Memorandum of Understanding shall be in writing, approved by City and signed by City and University.


Gilberto Gil, Mayor Pro Tem
City of Redlands

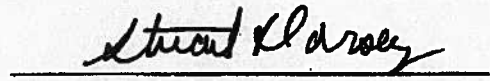
Date October 18, 2005

ATTEST:


Beatrice Sanchez, Deputy City Clerk


James R. Bucermann
Chief of Police

Date October 18, 2005


Stuart Dorsey, President
University of Redlands

Date October 10, 2005