

**A MEMORANDUM OF UNDERSTANDING PURSUANT TO PENAL
CODE SECTIONS 830.7(b) AND 836 AND CONCERNING THE
AUTHORITY AND RESPONSIBILITIES OF UNIVERSITY OF
REDLANDS AND THE REDLANDS POLICE DEPARTMENT
PURSUANT TO THE JEANNE CLERY ACT AND CALIFORNIA
EDUCATION CODE SECTION 67381**

This Memorandum of Understanding (“MOU”) is made and entered into this 3rd day of February, 2026, by and between the City of Redlands, a municipal corporation and general law city (“City”) and University of Redlands, a nonprofit public benefit corporation organized and existing under the laws of the State of California (“University”). The City and the University may be referred to in this MOU as “Party” and “Parties” as the context may require.

RECITALS

WHEREAS, the City maintains the Redlands Police Department (“Police Department”) which acts as the local law enforcement agency providing crime prevention, response to reported criminal activity that has occurred or is occurring, and aids in the coordination of other first-responder agencies within the City’s jurisdictional limits and outside the City pursuant to contract; and

WHEREAS, the Police Department’s responsibilities include providing a safe and secure environment for the community, protecting the legal rights of individuals, and developing and maintaining positive relationships with all members of the community; and

WHEREAS, the University maintains the Department of Public Safety (“Public Safety”) which includes non-sworn Public Safety Officers (“Public Safety Officers”) and other full-time staff, part-time staff, as well as student workers, whose primary function is to observe and report on the University’s main campus, located at 1200 East Colton Avenue in Redlands (“University Campus”), and at those locations listed on Exhibit “A” to this MOU; and

WHEREAS, the Parties wish to incorporate in this MOU the grant of limited authority available to Public Safety Officers as outlined in California Penal Code Sections 830.7(b) and 836 on the University Campus and at those locations listed in Exhibit “A”; and

WHEREAS, the Parties recognize the University’s responsibility to maintain an agreement in accordance with the Jeanne Clery Act (20 U.S.C. § 1092(f)) (the “Act”), and *The Kristen Smart Public Safety Act of 1998* (California Education Code Section 67381), and believe that the common good would be best served by entering into this MOU outlining responsibilities of each Party to improve and strengthen law enforcement on and near the University Campus.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

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**ARTICLE I.
GRANT OF LIMITED AUTHORITY PURSUANT TO
PENAL CODE SECTIONS 830.7(b) and 836**

1. Authority Granted. Pursuant Penal Code Section 830.7(b), the Redlands Chief of Police hereby authorizes Public Safety Officers of University to exercise the powers of arrest of a peace officer as specified in Penal Code Section 836 during the course and within the scope of their employment, subject to the conditions set forth in this MOU. The authority granted hereunder may be revoked at any time as to any or all Public Safety Officers for any reason whatsoever at the sole discretion of the Redlands Chief of Police pursuant to Article II, paragraph 16.

- a. Such limited arrest powers shall only be authorized by the Redlands Chief of Police and exercised by Public Safety Officers qualified under Article I paragraph 3 herein when such officers are on duty with University's Public Safety performing their assigned duties within the University Campus and at the locations listed in Exhibit "A" of this MOU, attached hereto and incorporated by reference herein, and wearing the authorized uniform identifying the Public Safety Officer as a University employee.
- b. The authority granted in this MOU shall be restricted to the University Campus and those locations listed in Exhibit "A" of this MOU. The authority granted does not extend to public thoroughfares outside the University Campus or the locations not listed in Exhibit "A" or other properties owned, leased or used by the University that are not listed in Exhibit "A".
- c. Not Agents of City. Public Safety Officers shall not be considered peace officers or reserve officers of the Police Department pursuant to California Penal Code Section 830.75. This MOU is not intended to designate Public Safety Officers as agents of the City or the Police Department, nor is it intended to provide Public Safety Officers with any peace officer or public official status or any peace officer authority or power other than the prescribed powers of arrest pursuant to Penal Code Section 836, which generally allows arrest based on a warrant or probable cause.

2. Evidence Handling. If any evidence is obtained during the course of an arrest, Public Safety Officers shall ensure that such evidence is turned over to responding Police Department personnel so it can be properly booked without unnecessary delay in accordance with Police Department policies and Article II of this MOU.

3. Qualifications. In order to exercise the authority as specified in Penal Code Section 830.7(b), Public Safety Officers shall meet all of the following requirements:

- a. Be employed by the University as a full-time Public Safety Officer in good standing.
- b. Meet the minimum standards of training prescribed by the California Commission on Peace Officer Standards and Training as set forth in Section 832.
- c. Training in the California Law Enforcement Telecommunications System (CLETS).
- d. Be included on a roster of those Public Safety Officers authorized by the University to make an arrest in circumstances specified in Penal Code Section 836. A copy of such roster shall be forwarded to the Police Department within twenty-four (24) hours

- of any changes.
- e. Be authorized to carry a firearm on the University campus pursuant to University policy.

ARTICLE II.
**AUTHORITY AND RESPONSIBILITIES OF UNIVERSITY OF REDLANDS AND
THE REDLANDS POLICE DEPARTMENT PURSUANT TO THE JEANNE CLERY
ACT AND CALIFORNIA EDUCATION CODE SECTION 67381**

1. In Progress Crimes. All "in progress" crimes will be reported to the Police Department immediately, regardless of the crime classification.

2. The Police Department as Primary Responding Agency. The Police Department will have primary responsibility for handling the following reports occurring within the University Campus and properties as set forth in Exhibit "A":
 - a. Crimes of violence, including actual and attempted homicides, rapes, sexual assaults, robberies, aggravated assaults, and those involving the use of implied use of a weapon, suicides, and suspicious or unattended deaths (includes in-progress and late reported crimes). Public Safety will immediately report any such crimes to the Police Department for investigation, consistent with paragraph 6 below.
 - b. Missing persons cases. Public Safety will immediately report missing persons cases to the Police Department so that a Police Department officer may be dispatched to handle the investigation.
 - c. All controlled and/or dangerous substance violations (other than violations described in Article II paragraph 4g).
 - d. All other crimes for which Public Safety does not retain primary responsibility for responding to and performing any initial investigation.

3. Additional Police Department Responsibilities. Where legally and operationally feasible, officers of the Police Department initiating criminal or civil process (e.g., criminal investigations, arrests, service of arrest warrants, criminal summons, restraining orders, and/or search warrants) on University Campus will inform Public Safety in advance of their intended activity. When this is not possible or practical, all information that can be shared relating to the matter will be provided to the Chief of Public Safety or the Chief's designee at the earliest practical opportunity following the activity.

4. Public Safety as Primary Responding Agency. Public Safety will be the primary responding agency for the below listed crimes that occur or are reported at the University Campus and properties listed in Exhibit "A", provided that there is no identifiable suspect, no collectable physical evidence, no workable leads, and the crime is not an apparent hate crime. If, with respect to any of the below listed crimes, an identifiable suspect, physical evidence, workable leads, a hate crime, or other extraordinary circumstances are present, the Police Department will be notified to collaborate on how each of the Parties wish to complete the initial phase(s) of the investigation.

- a. Penal Code Section 484 – Petty Thefts (if the value is \$950.00 or less; value will be based on victim statement);
- b. Penal Code Section 459 – (non-residential burglaries, vehicle burglaries, and commercial burglaries with no forced-entry and no involvement by University employees is suspected);
- c. Penal Code Section 537(a) – Defraud of an Innkeeper (if the value is \$950 or less);
- d. Penal Code Section 594 – Vandalism (when the aggregate amount of damages totals less than \$400; value will be based on victim’s statement);
- e. Penal Code Section 653(m) – Annoying Phone Calls (unless threats of harm directed at University students, faculty, staff, or the University in general are made);
- f. Penal Code Section 374.4(a) – Illegal Dumping; and
- g. Health and Safety Code Section 11357(a) and (b) – Possession of marijuana (no more than 28.5 grams) or concentrated cannabis (no more than 4 grams) will be handled through the University’s judicial process and marijuana, concentrated cannabis, and associated paraphernalia will be confiscated and disposed of according to the protocol identified in the Department of Public Safety Handbook policy number 4.46.

5. Cooperation and Deference for Dual Investigations. The University recognizes and respects the Police Department’s need to respond to, investigate, and document student complaints of sexual violence. When the University notifies the Police Department of allegations of sexual violence on University Campus for emergency response or investigation, the report will not identify the victim unless the victim consents to being identified after the victim has been informed of his or her right to have his or her personally identifying information withheld pursuant to Penal Code Section 293. Except where disclosure is required by law, the University will not notify the Police Department of allegations of sexual violence on University Campus that are reported only to pastoral employees, mental-health professionals, or counselors.

The Police Department recognizes and respects the University’s need to respond to, investigate, and document student complaints of sexual violence through its administrative processes. According to federal agency guidance, the University must take immediate and appropriate action to investigate or otherwise determine what occurred when allegations of sexual violence are reported to the University. This action would be separate from any Police Department criminal investigation. In order to comply with the aforementioned guidance, the University may not be able to wait until the completion of a criminal investigation or until charges are filed by the San Bernardino County District Attorney’s Office. University investigations are time sensitive and require prompt follow-up. However, unless the University determines in its sole judgment that it must take immediate steps to provide a safe and nondiscriminatory environment for all students, the University will wait a reasonable amount of time (usually 7 to 10 business days) to allow the Police Department to initiate its initial fact-finding and the gathering of evidence in the criminal investigation. At the conclusion of that reasonable waiting period, the University’s Title IX coordinator and Chief of Public Safety (or its designee) will confer with the Police Department’s Operations Division Commander and endeavor in good faith to reach an agreement on steps the University’s investigation team will take to fulfill its policy and legal obligations without unduly interfering with any ongoing Police

Department investigation. If agreement cannot be reached after good faith discussions, the University's Vice President over Public Safety and the Police Department's Chief will confer to reach a resolution.

6. Reports and Investigations. Upon receiving notice that a crime has occurred on the University Campus, Public Safety will contact the reporting party and/or victim and conduct a preliminary inquiry to determine if the reported incident meets the criteria as described in Article II paragraph 4 of this MOU, and prepare a written report. If at any time a question arises as to whether an incident meets the criteria as described in Article II paragraph 2 of this MOU, Public Safety will contact the Police Department for assistance or guidance.

- a. Public Safety will immediately provide the Police Department with a copy of Public Safety's preliminary report once it has been reviewed and approved by a supervisor. The Police Department will review Public Safety's report to confirm that it meets the Police Department's standards. The Police Department reserves the right to return the report to Public Safety for correction and/or revision. Once the Police Department accepts the report from Public Safety with no additional required revisions, the Police Department will attach a Police Department face page, assign a Police Department report number, and make the report number available to Public Safety.
- b. When the Police Department is the primary responding agency, Public Safety may be granted the opportunity to concurrently complete an investigation for the University's internal documentation. Under those circumstances, the Police Department will share pertinent information with Public Safety, as authorized by law, to assist Public Safety in completing its reports. The Police Department will have discretion to allow Public Safety Officers to be present while completing an investigation.

7. Additional Public Safety Responsibilities.

- a. In every case where a custodial arrest is made by a Public Safety Officer authorized by this MOU, the Police Department shall be notified without unnecessary delay. In every case where a custodial arrest is made by a Public Safety Officer, the Police Department shall assume responsibility for the prisoner and determine whether to keep the prisoner in custody. If necessary, the processing of a prisoner may be facilitated by the Police Department's sworn personnel or its designees.
- b. Patterns of crime developing on the University Campus will be reported by the Chief of Public Safety to the Police Department Operations Commander as soon as practical. Significant crimes that occur off University Campus, but may pose a serious or continuing threat to the campus community, will be reported to the Public Safety dispatcher by the on-duty Police Department supervisor or the supervisor's designee as soon as possible.
- c. If at any time an on-duty supervisor of Public Safety feels that a case or situation exceeds his or her ability to safely, effectively, and appropriately handle or investigate the matter or case, it should be referred to the Police Department at that time. Care should be taken to involve the Police Department at the earliest possible opportunity to reduce confusion and duplication of efforts while maximizing the integrity of the crime scene and preliminary investigation.

8. **Mutual Assistance.** The Police Department shall provide any reasonable assistance requested by Public Safety relating to matters of public safety, maintaining order, and investigating crimes. A request for assistance will be approved based upon the ability of the Police Department to provide assistance at the time of the request. Requests for assistance should be made early to optimize the ability of the Police Department to plan for and provide assistance. Similarly, the Police Department may request assistance from Public Safety. Again, such requests should be communicated to Public Safety early when possible to allow Public Safety to plan and prepare its resources so as to best support the Police Department.

9. **Special Events.** From time to time, major events are planned on the University Campus that may impact the larger community. Timely planning and coordination by Public Safety with the Police Department is important to ensure the event is adequately staffed and public safety protected. The Chief of Public Safety or designee will contact the Police Department as early as practical to initiate the planning and coordination process. If special events held within the University Campus or properties as set forth in Exhibit "A" require the assistance of Police Department, Police Department will enter into an agreement with the special event sponsors for recovery of costs for those services.

10. **Independent Relationship.** Neither Party to this MOU shall have the power or authority to create any obligation on behalf of the other, either express or implied. Neither Party shall be considered the employer nor the joint employer of the other Party's employees.

11. **Periodic Review.** This MOU shall be reviewed by both Parties on a biennial basis.

12. **Crime Statistics.** Pursuant to the Jeanne Clery Act (20 U.S.C. § 1092(f)) (the "Act"), the University is required, *inter alia*, to identify and collect certain crime statistics, maintain records, report crime statistics to the U.S. Department of Education ("DOE"), and make the University community aware of certain crimes on University Campus. In light of the Act:

- a. The Police Department will annually provide Public Safety accurate crime statistics related to the Act.
- b. The University will submit its jurisdictional boundaries and crime statistics categories each year to the Police Department to process. These boundaries and categories may change due to DOE updates and/or requirements.
- c. The University will be billed according to the City's adopted Schedule of Fees and Charges, for the services of a data search for required statistics.
- d. The Police Department will provide the University limited information in a timely manner as the information relates to matters involving critical and/or threatening circumstances that impact ongoing, and/or continual, safety and/or security threats to the University community so that the University can make an informed decision as to whether or not to disseminate DOE required notifications or warning pursuant to the Act. The limited information the Police Department releases will consist of:

1. Type of crime/threat;
2. Location of crime/threat;
3. Date and time of the crime/threat;
4. Circumstances surrounding the crime/threat;
5. Suspect(s) information;
6. Disposition of the crime/threat; and
7. Any updates concerning the crime/threat

13. Lost Money and Goods. The University has the authority to store, process, and dispose of all found money and property located on University Campus and other properties set forth in Exhibit "A". The University will follow all retention laws pursuant to California Civil Code Section 2080.1 and store the lost money and property until the mandatory time limits have been reached. Thereafter, the University will contact an appropriate and lawful service and turn over the lost money or property for final disposition. The University will contact PropertyRoom.com to obtain the current "Do Not Sell Items" list prior to disposition of lost money or property. The University will not surrender to PropertyRoom.com items identified on the current "Do Not Sell Items" list used by the PropertyRoom.com auction service. The University will follow its current policy for property disposing items

14. Signage. The City may allow Public Safety to place necessary signage upon public property and/or roadways for events that Public Safety is directly responsible for coordinating, as long as Public Safety has submitted a diagram of the proposed signage placement to the City's Police Department and complied with any City requirements for said signage, so as to ensure all efforts to avoid creating a traffic hazard. All signage shall be removed by Public Safety from public property and/or roadways within 24 hours of the completion of the event. All other requests to post signage upon public property and highways for other University events that do not fall under Public Safety's direct coordination will comply with all City ordinances.

15. Use of Force by Public Safety Personnel. In any instance where a Public Safety Officer uses force upon any person, that incident will be reported to the Police Department in a timely manner. If the use of force was done during a Public Safety Officer's response to an incident in which a crime report is prepared for, that report may satisfy the notification requirement of this paragraph.

Any use of force by a Public Safety Officer shall be investigated administratively by the University. Should any criminal investigation be deemed appropriate concerning a use of force by a Public Safety Officer, the Police Department will maintain jurisdiction and authority. Evidence and information requested by the Police Department of Public Safety shall be made and provided in full accordance with the law.

16. Amendment and Termination. This MOU may be amended at any time by the mutual written consent of the Parties hereto. The authority granted in Article I can be revoked by the Chief of Police upon five (5) days prior written notice to the University. Otherwise, this MOU may be terminated by either Party upon 30-day prior written notice to the other of its intention to do so.

17. Integration. This MOU, including Exhibit "A" which is incorporated by reference herein, represents the final, complete, and exclusive agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this MOU. The Memorandum of Understanding dated October 18, 2005, is hereby rescinded.

18. Mutual Indemnification. During the term of this MOU, the University shall defend, indemnify, and hold harmless the City and the Police Department, its official, officers, agents, and employees from and against any and all claims, demands, judgments, or liabilities arising from any and all alleged acts or omissions of the University and its officials, officers, agents and employees during those times when said officials, officers, agents, and employees are acting pursuant to the terms of this MOU. During the term of this MOU, the City shall defend, indemnify, and hold harmless the University, its officials, officers, agents, and employees from and against any and all claims, demands, judgments, or liabilities arising from any and all alleged acts or omissions of the City and the Police Department and its officials, officers, agents, and employees during those times when said officials, officers, agents, and employees are acting pursuant to the terms of this MOU.

19. Death Notification. In the even there is a reported death on University Campus, Public Safety and Police Department will confer on communication to next of kin in case of a death of a student, employee or other person on University Campus. University understands that the Coroner's Office may take the lead and dictate protocols.

20. Insurance. Each Party agrees to self-insure and/or maintain a policy or policies of insurance coverage, at its own expense, as set forth below sufficient to protect itself against claims arising from bodily injury, property damage, personal injury, and any other claims arising from the performance of each Party under this MOU, including, but not limited to, law enforcement activities, emergency responses, mutual aid operations, and shared events. Coverage shall include liability for injuries, deaths, property damage, or other claims resulting from the actions or omissions of the parties during the performance of this Agreement. Upon request, either Party shall provide to the other with certificates of insurance and endorsements evidencing such insurance. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to the other Party.

- a. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements or certification of self-insured or exemption from the workers' compensation laws of the State of California.
- b. Comprehensive General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required.
- c. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles. Each Party shall name the other as an Additional Insured under its commercial general liability insurance policy for the duration of the activities contemplated by this MOU. This coverage

shall apply to claims arising from the negligent or wrongful acts or omissions of the other Party or its officers, employees, agents, or contractors, specifically in connection with the performance of activities under this Agreement.

The insurance provided by each Party shall be considered primary insurance, and any insurance or self-insurance maintained by the other Party shall be in excess of, and shall not contribute to, the primary coverage.

Each Party agrees to waive any right of subrogation against the other Party for claims covered by the commercial general liability insurance policy. This waiver shall apply to all claims arising out of or related to the activities under this Agreement.

21. Notices. Any notice or other communication required, or which may be given, pursuant to this MOU, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this paragraph:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

UNIVERSITY:

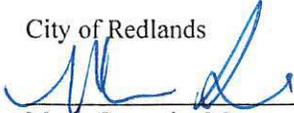
Mr. Walt Branson
Interim Vice President / CFO
University of Redlands
1200 E. Colton Ave.
Redlands, CA 92373
walter_branson@redlands.edu
Phone: (909) 748-8066

[Signatures on Next Page]

SIGNATURE PAGE
TO
MOU BETWEEN THE UNIVERSITY OF REDLANDS AND REDLANDS POLICE DEPARTMENT
REGARDING AUTHORITY AND RESPONSIBILITIES

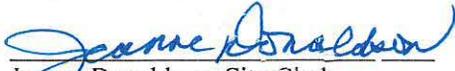
IN WITNESS HERETO, the Parties have executed and entered into this MOU as of February 3,
2026.

City of Redlands



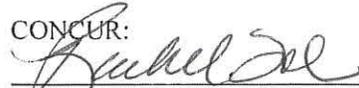
Marlo Saucedo, Mayor

ATTEST:



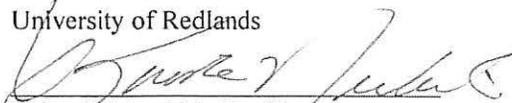
Jeanne Donaldson, City Clerk

CONCUR:



Rachel Tolber Chief of Police

University of Redlands



Krista L. Newkirk, President

EXHIBIT "A"
UNIVERSITY CAMPUS AND PROPERTIES

**University of Redlands
Campus Addresses**

Location	Address
Admin. Building	400 Administration Dr.
Alumni House	625 Grove St.
Anderson Hall	1010 University St.
Ann Peppers Hall	1150 E Park Ave.
Appleton Hall	1267 E Colton Ave.
Thompson Aquatic Center	1215 E Brockton Ave.
Armacost Library	1255 E Colton Ave.
Art Studio	502 N University St.
Baseball Stadium	1241 E Brockton Ave.
Bekins Hall	120 West Dr.
Bookstore	1259 E Colton Ave.
Brockton Avenue Apts	1293 E Brockton Ave.
California Hall	120 East Dr.
Casa Loma Room	1230 E Brockton Ave.
Central Ave Apts	1111 E Central Ave.
Corner Hall	160 East Dr.
Currier Gym	1230 E Colton Ave.
Duke Hall	550 University St.
East Hall	901 N Grove St.
Energy Center	1244 Brockton Ave.
Esports	1238 E Brockton Ave.
Facilities Management	955 N Grove St.
Fairmont Hall	180 West Dr.
Farquhar Field	1251 E Brockton Ave.
Fisher House	1219 E Brockton Ave.
Fine Arts	151 Chapel Dr.
Fitness Center	1219 E Brockton Ave.
Founders Hall	100 East Dr.
Gannett Center	1125 Sylvan Blvd.
Greek Theater	1121 Sylvan Blvd.
Gregory Hall	1261 E Colton Ave.
Grossmont Hall	160 West Dr.
Hall of Letters	450 Administration Dr.
Health Center	1212 Brockton Ave.
Heddo Hall	1265 E Colton Ave.
Hentschke Hall	500 N University St.
Holt Hall	100 West Dr.
Hornby Hall/SBS	520 N University St.
Hunsaker Center	1239 E Colton Ave.
Irvine Commons	1259 E Colton Ave.
Larsen Hall	1100 E Colton Ave.
Lauch Kitchen	1259 E Colton Ave.
Lewis Hall	1263 E Colton Ave.
Melrose Hall	180 East Dr.
Chapel	101 Chapel Dr.
Merriman Hall	1242 E Brockton Ave.
Train Station	1100 E Park Ave.
North Hall	1240 E Brockton Ave.
Orrton Center	1250 E Brockton Ave.
Peppers Art Ctr	1120 E Colton Ave.
Post Office	1231 E Colton Ave.
Public Safety	1200 E Colton Ave.
R Field	1231 E Brockton Ave.
School of Ed	1234 E Brockton Ave.
Softball Field	1240 E Colton Ave.
SURE Garden	1310 E Lugonia Ave.
Ted Runner Stadium	1211 E Brockton Ave.
Theatre Arts/Sch of Perf Arts	1120 Sylvan Blvd.
Truesdell Ctr	400 N University St.
University Hall	1236 E Brockton Ave.
Verdeck	1250 E Colton Ave.
Tennis Center	
Wallich's Thtr	380 N University St.
Watchorn Hall/Cons of Music	51 Chapel Dr.
Williams Hall	915 N Grove St.
Willis Center	1200 E Colton Ave.

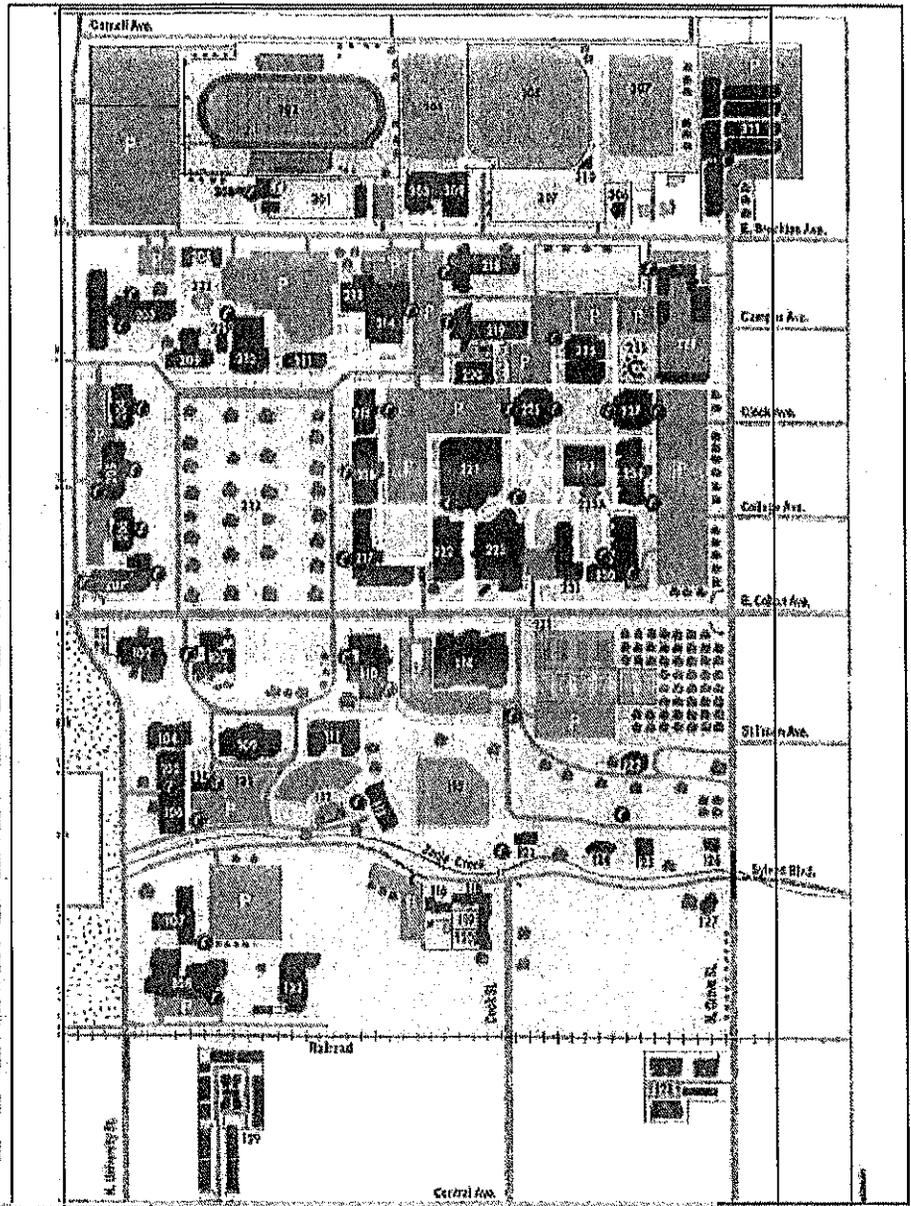


EXHIBIT A (CONTINUED)
UNIVERSITY CAMPUS AND PROPERTIES

Reservoir located at 1194 Opal Avenue, Mentone CA on the northeast corner of Opal Ave./Nice Ave.

