

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF MERCED POLICE DEPARTMENT  
AND THE UNIVERSITY OF CALIFORNIA, MERCED POLICE DEPARTMENT**

This Memorandum of Agreement (MOA), effective \_\_\_\_\_, is entered into between The Regents of the University of California (University) on behalf of its University of California, Merced Police Department ("UCMPD"), and the City of Merced (City) on behalf of the Merced Police Department ("MPD") collectively, "Parties" to define the operational responsibilities and working relationships between the MPD and UCMPD (collectively, "Departments").

**I. PURPOSE**

The purpose of this MOA is to assure a harmonious and naturally supportive relationship between the parties by establishing an understanding and agreement regarding both day-to-day law enforcement and provisions of police services in that portion of the City where both Departments have, by law, concurrent jurisdiction.

In addition, this MOA's purpose is to promote collaboration between the Parties and enhance the reporting, investigation, and appropriate response to crimes. Finally, it is the purpose of this MOA to promote compliance with the numerous state and federal laws that provide specific requirements related to California Education Code; the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"); and Title IX of the federal Higher Education Amendments of 1972 ("Title IX").

The MPD is designated as a Local Law Enforcement Agency with operational responsibilities for police services in the community in which the University of California, Merced ("UCM") campus is located, and it is the law enforcement agency with which UCM has a written agreement.

**II. GOALS**

This MOA seeks to achieve the following goals:

- A. To ensure that crimes committed on UCM property are promptly and effectively reported, investigated, and prosecuted by UCMPD.
- B. To ensure communication and cooperation between MPD and UCMPD in providing services and assistance to students, staff, faculty, and visitors to UCM property who are victims or witnesses to crimes.
- C. To ensure UCMPD's ability to alert the UCM campus community about crimes of a serious nature that pose a serious or ongoing threat to public safety.

**III. STATUTORY JURISDICTION AND LEGAL AUTHORITY**

- A. The Departments have concurrent legal jurisdiction and authority at the UCM campus, including properties owned, leased, or controlled by UCM that are located off the UCM campus and within the City of Merced.

- B. The MPD has legal authority to exercise peace officer powers throughout the City of Merced and to enforce City ordinances and state and federal laws on those areas of the UCM campus located within the City. This authority does not include enforcement of University policies rules and regulations.
- C. The UCMPD, under Section 830.2(b) of the California Penal Code, has the legal authority to exercise peace officer powers in any place in the state, provided that the primary duty shall be the enforcement of law within the area specified in Section 92600 of the Education Code, i.e., (a) upon the campuses of the University and an area within one mile of the exterior boundaries of each thereof, and (b) in or about other grounds or properties owned, operated, controlled, or administered by the University.

**IV. DEFINITIONS** - For purposes of this MOA, the following definitions shall apply:

- A. **Assistance:** Assistance occurs during police incidents that require only a minimal response from one department to assist the other.
- B. **Assisting Agency or Officer:** The department or officer providing assistance, as defined above, to the primarily responsible department.
- C. **Concurrent Jurisdiction:** Although campus law enforcement agencies have the primary authority for providing police or security services to their campuses, local law enforcement agencies have statutory jurisdiction for the performance of peace officer functions in those areas of the campus located within the relevant city. For example, if the UCM campus or property is located within the City, the MPD has concurrent jurisdiction with the UCMPD.
- D. **First Responder:** The law enforcement agency that will respond to 9-1-1 and other emergency calls and notify the responsible law enforcement agency. The first responder may make the initial report for further investigation in those situations when the circumstances do not require the immediate involvement of the law enforcement agency with operational responsibility. When appropriate, the first responder will be responsible for documenting the department's involvement in conducting investigations or enforcing the law.
- E. **Operational Responsibility:** Responsibility for crime prevention, preservation of peace and order, enforcement of laws and ordinances, investigation, reporting and accounting of criminal offenses, and providing such other police services as the standard operating procedures of the respective departments may require.
- F. **Part I Violent Crime:** Willful homicide, forcible rape, robbery, and aggravated assault, as defined in the National Incident-Based Reporting System (NIBRS) Uniform Crime Reporting Summary Reporting System of the Federal Bureau of Investigation.
- G. **Part II Crime:** All other crime classifications outside those defined as Part I.

- H. **Standard Operating Policies/Procedures:** A set of instructions with the force of a directive, covering those features of operations that lend themselves to a definite or standardized procedure. Standard operating procedures support an annex by indicating in detail how a particular task will be carried out.

## V. **AGREEMENT ON OPERATIONAL RESPONSIBILITY**

- A. UCMPD will maintain Operational Responsibility for the UCM campus and properties owned and/or operated by the university.
- B. UCMPD shall have and exercise Operational Responsibility, including the investigation of Part I Violent Crimes that have occurred or are occurring within the limits of the UCM campus and its properties, as provided in Section 92600 of the Education Code, and as defined in this MOA.

Where the University owns and operates, or is the lessee, of properties located outside the limits of the UCM campus, but within the City limits, UCMPD shall have Operational Responsibility, and MPD shall act as an assisting department.

- C. Should it become necessary in the course of investigating criminal activity originating within the area of Operational Responsibility of either Department to enter into the area of Operational Responsibility of the other to perform an arrest or to provide warrant service, prior notification should be made unless the emergent nature of the incident renders such notification impractical or impossible. Such notification shall be made in accordance with each Department's Standard Operating Policies/Procedures.
- D. UCMPD officers shall be authorized to enforce the City's Municipal Code on the UCM campus and in or about other grounds or properties owned, operated, leased, controlled, or administered by the University within the City.
- E. Where UCM affiliates are victims of crimes sex crimes, domestic/dating relationship, or stalking crimes, UCM is obligated to provide them university resources under federal law and take prompt and effective steps to end the criminal activity and prevent its recurrence whether or not the incident is a criminal investigation or not.

Where these incidents are reported to MPD, a representative of MPD will notify UCMPD as soon as practical about the report.

- F. UCM must, in a timely manner that will aid in the prevention of similar crimes, provide information to the UCM campus community about crimes considered under the Clery Act to represent a serious or continuing threat to the UCM community. UCMPD issues these timely warnings as "Campus Crime Alerts Bulletin."

If a crime is reported directly to MPD that occurred on or within property owned, leased or controlled by the University, including the UCM campus or public property surrounding the UCM campus, that could pose a serious or ongoing threat to the UCM community, a MPD representative will notify UCMPD, as soon as practical, about the crime and provide requested details to the extent feasible and known, to aid UCMPD in determining if a Crime Alert should be distributed.

- G. In accordance with the Clery Act, if an emergency or incident poses a potential immediate threat to the health and safety of the UCM community, UCMPD will issue an "Emergency Notification" via its emergency messaging systems.

If such an emergency or incident is reported to MPD, an MPD representative will promptly notify UCMPD about the emergency and provide requested details, to the extent feasible and known, to aid UCMPD in determining if such an Emergency Notification should be issued.

## **VI. AGENCY ASSISTANCE**

- A. Normally, officers of the Departments shall assist in the area of Operational Responsibility of the other upon request or observed need.

For all preplanned events, such as protests or demonstrations, prior coordination between command-level officers at the Departments is required before assisting in such events.

For unplanned critical incidents, such as major crimes, the UCMPD may request MPD assistance. In these instances, where UCMPD resources may not be sufficient to adequately sustain an investigation/incident, UCMPD may request MPD to take over the investigation/incident, as mutually agreed upon by the Departments.

When an officer from one department is confronted with an emergency service need in the Operational Responsibility of the other department, which, in the officer's judgment, requires immediate action, they will take the necessary action and notify the other department as soon as possible.

When an officer of one department observes a non-emergency requirement for police service in the other department's area of Operational Responsibility, that officer shall, if appropriate, handle the incident and notify the other department. If action by assisting officers is inappropriate, the other department shall be notified.

The highest-ranking officer shall be in charge until relieved by any officer from the department with Operational Responsibility for that area.

An assisting officer should not take any action or participate in any activity in conflict with a policy or regulation of their department.

## **VII. MUTUAL AID**

- A. Mutual Aid Defined: The voluntary sharing of personnel and resources when an agency cannot sufficiently deploy its own resources due to an unusual occurrence.
- B. In the event of a major incident, UCM and the City may implement an Incident Command System (ICS) following the protocols set forth in the Statewide Emergency Management System (SEMS) and the National Incident Management System (NIMS).
- C. Requests for mutual aid assistance by the ranking on-duty UCMPD officer will be made to the on-duty MPD Watch Commander. A unified command structure shall be established.
- D. The ranking officers from both Departments will coordinate mutual aid responses from other respective departments. Whenever possible, concurrence between command officers of both Departments will be the goal in all operational decisions.
- E. The ranking officers from each department will be responsible for maintaining appropriate flow of information to their own organization's leadership until relieved.
- F. In crimes involving homicide, officer-involved shootings resulting in injury or death, or other such major crimes as requested by the UCMPD, the MPD may assume primary preliminary and follow-up investigative responsibility. In the above cases, UCMPD detectives will be assigned to assist the MPD investigative team and act as a liaison between the Departments.
- G. For known events where mutual aid may be needed, the requesting department will make the request for mutual aid resources as soon as the need is anticipated. The receiving department will designate a point of contact for the requesting/host department for this coordination of resources.

## **VIII. COMMUNICATIONS**

- A. Radio Communication - Where department officers and dispatch centers feel it is necessary to utilize the other department's radio system / radio frequency/channel for communications because of an incident need, such action is authorized.
- B. Both departments agree to have regular meetings to promote a strong working relationship and ensure constant flow of communication, information, and partnership.

## **IX. REPORTING**

- A. Crime statistic information will be shared between both departments as state and federal law requires. Title IV institutions are required to collect Clery Act reportable crime statistics to be made available to current and prospective students, staff, and faculty members and reported to the federal government. MPD's Records Bureau will provide crime statistics for locations within MPD's police jurisdiction that are Clery Act reportable.
  - 1. Applicable crimes are murder, manslaughter, sex offenses, robbery, aggravated assault, burglary, motor vehicle theft, arson, hate crimes, domestic violence, dating violence, stalking, arrests, or persons referred for campus disciplinary action for liquor law violations, drug law violations, and weapons law violations.
  - 2. Hate crimes involving any Clery Act crime, in addition to the crimes of larceny- theft, simple assault, intimidation, and destruction, damage, or vandalism of property, in which the victim is intentionally selected because of the actual or perceived race, gender, religion, national origin, sexual orientation, gender identity, ethnicity, or disability.

## **X. TRAINING**

- A. Both departments understand the importance of ongoing communications, coordination, and collaborations to strengthen joint operational readiness and effectiveness. To this end, both departments agree to participate in each other's training exercises at the line staff level and management level. Additionally, where it is possible, both departments agree to make efforts invite each other to training opportunities being coordinated/hosted by the other department.

## **XI. EFFECT OF MOA**

This MOA shall remain in effect until amended, revised, or terminated in writing and by mutual agreement of the Parties.

Where one party request to end this agreement, 90-day notice shall be provided to the other party.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first written above.

**CITY OF MERCED:**

A California Charter Municipal Corporation

BY: \_\_\_\_\_  
Scott McBride, City Manager

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Steven Stanfield, Chief of Police

\_\_\_\_\_  
Date

**UNIVERSITY OF CALIFORNIA MERCED:**

BY: \_\_\_\_\_  
Dr. Juan Sanchez Munoz, Chancellor

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Chou Her, Chief of Police

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

BY:  \_\_\_\_\_  
Craig Cornwell, City Attorney

 \_\_\_\_\_  
Date

**ATTEST:**

BY: \_\_\_\_\_  
Jennifer Levesque, Assistant City Clerk

\_\_\_\_\_  
Date