

File# 00-272
Proj# 11-0024

**MEMORANDUM OF AGREEMENT BETWEEN
THE LOS ANGELES POLICE DEPARTMENT
AND THE UNIVERSITY OF CALIFORNIA POLICE DEPARTMENT-
LOS ANGELES**

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the City of Los Angeles acting by and through the Chief of Police, Los Angeles Police Department (hereinafter referred to as "LAPD") and the Regents of the University of California, on behalf of its Los Angeles campus, through the Chief of Police, University of California Police Department-Los Angeles (hereinafter referred to as "UCLAPD").

II. PURPOSE

This MOA is entered into for the purposes of establishing guidelines and clarifying agency jurisdiction for the investigation of Part I violent crimes as mandated by the Kristin Smart Campus Safety Act of 1998 and defining operational responsibilities and working relationships between the LAPD and the UCLAPD.

WHEREAS, the UCLAPD has the operational responsibility for providing police services to the University of California, Los Angeles (UCLA), campus and all properties owned, leased, or controlled by the University and located within the boundaries of the City of Los Angeles; and

WHEREAS, UCLAPD Officers, like all University of California Police Department officers, are Sworn State Peace Officers with jurisdiction anywhere in the State, as defined in California Penal Code Section 830.2(b); and

WHEREAS, Education Code Section 92600 defines the primary jurisdiction of UCLAPD officers as being:

- (a) upon the campuses of the University of California and the area within one mile of the exterior boundaries of each thereof; and
- (b) in or about other grounds of property owned, operated, controlled, or administered by the Regents of the University of California and as provided in Section 830.2(b) of the penal Code; and

WHEREAS, the UCLAPD has concurrent jurisdiction with the LAPD on or about property owned and/or controlled by the University of California within boundaries of the City of Los Angeles; and

WHEREAS, California Education Code Section 67381(c), the Kristin Smart Campus Safety Act of 1998, requires law enforcement agencies to designate operational responsibilities and define specific geographical boundaries of response for the investigation of Part I violent crime on campuses and properties controlled by post-secondary institutions such as UCLA; and

WHEREAS, Education Code Section 67381(i)(2) defines Part I violent crimes as willful homicide, forcible rape, robbery, and aggravated assault, as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation; and

WHEREAS, the California Legislature reaffirms that campus law enforcement agencies have primary authority for providing police services, including the investigation of criminal activity;

THEREFORE, the parties agree as follows:

III. POLICIES AND PROCEDURES

A. GENERAL POLICE SERVICES

Except as set forth below, the UCLAPD shall have operational responsibility for police services required as a result of incidents occurring on the UCLA campus and other property owned, operated, controlled, or administered by the Regents of the University of California (referred to below as "University Property"), within the boundaries of the City of Los Angeles. A list of University properties shall be provided to the LAPD. This does not preclude either agency from taking action on or off University Property, but merely establishes which agency has operational responsibility.

The UCLAPD will respond to calls for service generated from within one mile of University Property and may respond to LAPD calls for service (when the UCLAPD becomes aware of them), in order to assist LAPD units within one mile of University Property. The UCLAPD and the LAPD will take courtesy crime reports for crimes that occur within the other's jurisdiction, as defined herein. Courtesy reports will be forwarded to the proper Department, as defined herein, for follow-up investigation.

B. CRIMINAL INVESTIGATIONS

1. Los Angeles Police Department Investigative Responsibilities

The LAPD shall have preliminary and follow-up investigative responsibility for the following crimes:

- Homicide;
- Crimes involving serious bodily injury likely to result in death (as determined by the UCLAPD);
- UCLAPD officer-involved shootings with a "hit;"
- Crimes that require the response of specialized resources, i.e., the LAPD Bomb Squad, Special Weapons and Tactics (barricaded subjects) as determined by the UCLAPD (the UCLAPD will retain the preliminary and follow-up investigative responsibility for bomb threats); and,
- Other major crimes, as requested by the UCLAPD.

In the above cases, and any other cases which involve any newsworthy incident, sexual assault or serious bodily injury, which occurred within primary jurisdiction of UCLAPD as defined in Education Code Section 92600 detailed above, where the LAPD assumes primary responsibility, the LAPD will provide immediate notification to the UCLAPD. Additionally, a UCLAPD detective may be assigned, as determined by the UCLAPD, to assist the LAPD investigative team and to act as a liaison between the two agencies.

2. University of California Police Department-Los Angeles Investigative Responsibilities

The UCLAPD will have responsibility for the preliminary and follow-up investigation of all crimes that occur on University Property and all crimes that occur within one mile of the exterior boundary of the UCLA campus where the crime victim is a UCLA student, faculty member or employee, other than those enumerated in Section III.B.1. above. In those cases where the UCLAPD assumes primary responsibility, they will provide immediate notification to the LAPD when the crime involves any newsworthy incident, sexual assault or serious bodily injury. Other exceptions will exist where operational necessity requires that the LAPD conduct the preliminary and follow-up investigation and such exceptions will be determined by mutual agreement. Regardless of which agency assumes responsibility for these cases, both agencies agree that they shall provide copies of crime reports and/or crime information to the other agency.

If the UCLAPD conducts the initial investigation of a crime and retains investigative responsibility, a LAPD detective may be assigned, as determined by the LAPD, to assist the UCLAPD investigative team and to act as a liaison between the two agencies. If the LAPD conducts the initial investigation of a crime where the UCLAPD has primary responsibility, the LAPD will promptly notify the UCLAPD. When appropriate, the UCLAPD will complete the initial and follow-up investigation. If the LAPD conducts the initial investigation of the crime and retains investigative responsibility, a UCLAPD detective may be assigned, as determined by the UCLAPD, to assist the LAPD investigative team and to act as a liaison between the two agencies.

C. PUBLIC DEMONSTRATIONS/CIVIL DISOBEDIENCE

The UCLAPD will have primary responsibility for handling all demonstrations that occur on University Property. The LAPD personnel will respond to assist the UCLAPD only when requested by the UCLA Chief of Police or his/her representative. If LAPD personnel respond, they will remain under the command of LAPD supervisors at all times. The LAPD Incident Commanders will accept missions under the provisions of the Incident Command System, in consultation with the UCLAPD Chief of Police or his/her representative. The UCLAPD will respond to requests for assistance from the LAPD at demonstrations within one mile of University Property. In that event, the UCLAPD will accept missions under the provisions of the Incident Command System, in consultation with the LAPD Field Commander or his/her representative. If UCLAPD personnel respond, they will remain under the command of UCLAPD supervisors at all times.

The UCLAPD and the LAPD will provide timely information to each other when either becomes aware of any events that are planned within their respective jurisdictions that have the potential for affecting the other Department.

D. UNUSUAL OCCURRENCES (HOMELAND SECURITY)

1. Definitions

For the purposes of this portion of the MOA, the following terms are defined:

"Unusual Occurrence" is defined as an emergency incident or situation, that has occurred, is occurring or will occur in the immediate future, that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or man-made emergency situation, and which the UCLAPD has declared as being beyond the capabilities of its resources to effectively resolve.

"Providing Agency" is defined as the party that furnishes, or is requested to furnish, assistance under the terms of this MOA.

"Receiving Agency" is defined as the party that requests or receives assistance under the terms of this MOA.

2. Incident Command System

Both parties agree to use the Incident Command System (ICS) in resolving emergency incidents. The ICS requires a standardized on-scene emergency management chain of command process during an incident that applies to all response personnel from multiple disciplines, response agencies and/or jurisdictions. The ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources of multiple jurisdictions and functional agencies, both public and private, under a common organizational structure and mobilize such resources to best respond to the emergency incident.

3. Unified Incident Command System

The parties agree that the Receiving Agency shall utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this MOA. The Receiving Agency's ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security and the California Standardized Emergency Management System (SEMS). The parties agree that the Receiving Agency's ICS must allow for Unified Command (UC) to provide the most efficient and effective means for communication between and coordination of personnel and resources that are deployed:

- By various agencies and jurisdiction at the federal, state, and local levels;
- To an emergency occurring in two or more jurisdictions; or
- To an emergency occurring near the geographic boundary between two or more jurisdictions.

Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to either party under the terms of this MOA.

4. Providing Assistance

No party is required to provide assistance under this MOA unless they determine that they have sufficient resources to do so. The parties agree that when an authorized representative of the Receiving Agency contacts an authorized representative of the Providing Agency, the Providing Agency will assess its local emergency response agencies' resources to determine the availability of requested personnel, equipment, and other assistance. The Providing Agency agrees to communicate information about the availability of resources to the Receiving Agency as soon as possible and not later than 24 hours from the initial contact.

5. State and Federal Assistance

Unless otherwise agreed to by the Providing Agency, the Receiving Agency shall be responsible for coordinating all requests for assistance to local, state, or federal authorities.

6. Documentation for Federal Emergency Management Agency (FEMA) Reimbursement

All parties agree that Receiving and Providing Agencies shall keep detailed records of the services requested and received, and provide those records as part of the supporting documentation for reimbursement requests.

All parties agree that the Receiving Agency shall, upon request, provide a written and signed certification that documents the types and extent of mutual aid assistance requested and received in the performance of eligible emergency work, including the labor and equipment rates used to determine the mutual aid cost reimbursement request.

E. REQUESTS FOR ASSISTANCE

A request for assistance shall be made through presently established radio and telephone communication procedures. Receipt of a request for assistance shall be immediately acknowledged. The UCLAPD and the LAPD shall deploy officers and departmental resources in accordance with the terms of this MOA consistent with respective departmental policies.

IV. SUPPLEMENTAL PROVISIONS

A. STATISTICAL REPORTING OF CRIME

The UCLAPD and the LAPD will share crime data on a periodic basis, as requested. On a mutually agreed upon basis, the UCLAPD and the LAPD will periodically meet and discuss crime/data trends or other problems/solutions of mutual concern.

B. RELATIONS TO OTHER LAWS AND SEVERABILITY

The parties agree that the MOA is subject to all federal, state and local laws, the Los Angeles City Charter, and applicable rules and regulations. If any provision of this MOA is in conflict or is inconsistent with said law and/or judgment, the remainder of the MOA will not be affected, unless it materially undermines the MOA as a whole.

C. MUTAL INDEMNIFICATION

The UCLAPD hereby agrees to defend, indemnify, and hold the LAPD, its officers, agents, and employees harmless from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to, reasonable attorney's fees and court costs, arising out of UCLAPD's performance of the MOA, but only in proportion to, and to the extent that any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to, reasonable attorney's fees and court costs are caused by or result from the acts or omissions of the UCLAPD, its officers, agents, or employees.

The LAPD hereby agrees to defend, indemnify, and hold the UCLAPD, its officers, agents, and employees harmless from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including, but not limited to, reasonable attorney's fees and court costs arising out of LAPD's performance of this MOA, but only in proportion to, and to the extent that any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to reasonable attorney's fees and court costs are caused by or result from the acts or omissions of the LAPD, its officers, agents, or employees.

V. TERM

The term of this MOA shall commence on July 1, 2011, at 0001 hours, and shall expire on June 30, 2016, at 2400 hours, unless terminated earlier. Unless written notice of non-extension is provided to one party by the other, of not less than ninety (90) days prior to June 30, 2016, the MOA shall be automatically extended for a one-year term commencing on July 1, 2016, and any subsequent years, subject to the same terms and conditions.

VI. NOTICE

Written notice concerning the termination of the MOA will be given by registered or certified mail and forwarded to the following addresses:

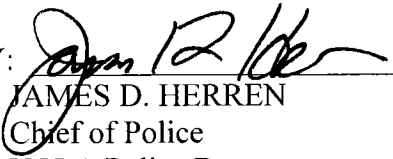
Chief of Police
Los Angeles Police Department
100 West First Street
Los Angeles, California 90012


Chief of Police
UCLA Police Department
601 Westwood Plaza
Box 951364
Los Angeles, California 90095-1364

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized officers as set forth herein below.

REGENTS OF THE UNIVERSITY,
OF CALIFORNIA (UCLAPD)

CITY OF LOS ANGELES
(LAPD)

BY: 
JAMES D. HERREN
Chief of Police
UCLA Police Department

BY: 
CHARLIE BECK
Chief of Police
Los Angeles Police Department

Date: 13 JULY 2011

Date: JULY 7, 2011