



POLICY/PROCEDURE NUMBER: 05-O.A.-004

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SUBJECT: MEMORANDA OF AGREEMENT – LAPD, LASD, CHP, LAUSD, and UC

EFFECTIVE DATE: December 18, 2019

REVIEW DATE: December 18, 2020

AMENDS/SUPERSEDES: January 13, 2005 version; September 14, 2006 version; January 27, 2010 version; February 16, 2011 version; January 8, 2014 version; January 7, 2015 version.

IACLEA STANDARD: N/A

CSU POLICE SYSTEMWIDE POLICY – NO

APPROVED: Gregory L. Murphy, Chief of Police

I. PURPOSE

The purpose of this policy is to identify the Department's responsibilities with regard to concurrent jurisdiction which are established as a matter of law or on the basis of interagency agreement.

II. POLICY

It is the policy of the California State University, Northridge Department of Police Services to comply with applicable federal, state and local laws. In keeping with this requirement memorandums of agreement have been crafted with the Los Angeles Police Department, Los Angeles Sheriff's Department, California Highway Patrol, Los Angeles Unified School District, and University of California Regents to meet the requirements of the Kristen Smart Campus Safety Act of 1998, mutual aid, and support services response. This Kristen Smart Campus Safety Act mandates that university police departments enter into written agreements with local law enforcement agencies in order to clarify operational responsibilities for investigations of Part I violent crimes occurring on the campus.

III. GEOGRAPHICAL BOUNDARIES OF CSUN POLICE JURISDICTION

As articulated in CSUN Police policy number 02-O.A.-001 Law Enforcement Role, Constitutional and Statutory Authority, Area of Jurisdiction, and Off-Campus Response, the primary statutory jurisdiction of the Department is the campus and one mile from the exterior boundaries of the campus (see campus map at the end of the above mentioned policy). The California legislature affirms that campuses have primary authority for providing police services, including the investigation of criminal activity on the college campus. The Los Angeles Police Department recognizes the concurrent jurisdiction for investigation of all crimes occurring on CSUN property.

IV. MEMORANDUMS OF AGREEMENT WITH LAPD

A. Preliminary and Follow-up Investigative Responsibility

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 Report Handbook of the FBI, the CSUN Police have primary jurisdiction to respond to and investigate these crimes. However, under the terms of the memorandum of agreement, CSUN has given preliminary and follow-up investigative responsibility to the Los Angeles Police Department for the crime of homicide and a narrow set of other circumstances as outlined in section V. 1. of the memorandum of agreement. Primarily, these situations are incidents which will stretch the resources of the University Police or are situations where it is appropriate for another agency to handle an incident (i.e. the criminal aspects of a CSUN officer involved shooting, crimes involving the response of the Los Angeles Police bomb squad, etc.).

B. Forwarding of Police Reports to LAPD

Various sections of the memorandum of agreement with the LAPD require the forwarding of police reports to LAPD. The Captain of Special Services or his/her designee shall be responsible for ensuring that properly completed and reviewed CSUN police reports are forwarded to the Los Angeles Police Department by the CSUN records supervisor.

C. Evidence Property Management

The Los Angeles Police Department has for many years stored property booked by recognized outside agencies for incidents which the Los Angeles Police Department had no follow-up or filing responsibilities. Because of the fiscal constraints and lack of available storage space, the Los Angeles Police Department will only book and store property in those cases where the Los Angeles Police Department has either an investigative and/or filing responsibility.

V. LETTER OF AGREEMENT WITH THE LASD

The purpose of the letter of agreement with the Los Angeles Sheriff's Department (LASD) is to provide a formal mechanism for the University Police to request assistance to augment university police. This assistance would normally be requested for planned or unforeseen special events such as demonstrations, marches, rallies, building take-overs, parties, dances, concerts or other situations as determined by the Chief of Police.

Jurisdiction and Control

The CSUN Police shall maintain primary police jurisdiction and control over on-campus events when the LASD augment University Police situations. The LASD personnel shall function under the direction of the CSUN Police Department but will be supervised by LASD supervisors while under CSUN direction.

Coordination of all events requiring LASD assistance shall be the responsibility of the CSUN Chief of Police or her/his designee.

VI. LETTER OF AGREEMENT WITH THE CHP

The purpose of the letter of agreement with the California Highway Patrol (CHP) is to provide a formal mechanism for the University Police to request assistance to augment university police. This assistance would normally be requested for traffic control and police assistance services

provided by the CHP West Valley Area office on and surrounding the California State University, Northridge campus for various events (e.g., planned or unforeseen special events such as demonstrations, marches, rallies, building take-overs, parties, dances, concerts or other situations as determined by the Chief of Police).

Jurisdiction and Control

The CSUN Police shall maintain primary police jurisdiction and control over on-campus events when the CHP augment University Police situations. The CHP personnel shall function under the direction of the CSUN Police Department but will be supervised by CHP supervisors while under CSUN direction.

Coordination of all events requiring CHP assistance shall be the responsibility of the CSUN Chief of Police or her/his designee.

VII. LETTER OF AGREEMENT WITH THE LAUSD (PD)

The purpose of the letter of agreement with the Los Angeles School District (LAUSD) is to provide a formal mechanism for the University Police to request assistance from the LAUSD Police Department to augment university police. This assistance would normally be requested for traffic control and police assistance services on and surrounding the California State University, Northridge campus for various events (e.g., planned or unforeseen special events such as demonstrations, marches, rallies, building take-overs, parties, dances, concerts or other situations as determined by the Chief of Police).

Jurisdiction and Control

The CSUN Police shall maintain primary police jurisdiction and control over on-campus events when the LAUSD PD augment University Police situations. The LAUSD PD personnel shall function under the direction of the CSUN Police Department but will be supervised by LAUSD PD supervisors while under CSUN direction.

Coordination of all events requiring LAUSD PD assistance shall be the responsibility of the CSUN Chief of Police or her/his designee.

VIII. MEMORANDUM OF UNDERSTANDING BETWEEN THE UC REGENTS AND CSU BOARD OF TRUSTEES

The purpose of the memorandum of understanding between the UC Regents and CSU Board of Trustees is to provide a formal mechanism for the CSU police services departments to request law enforcement mutual aid and/or assistance from the UC police departments, and vice versa. In addition, the memorandum provides criteria under which interagency training may occur.

Jurisdiction and Control

The CSUN Police shall maintain primary police jurisdiction and control over on-campus events when the LAUSD PD augment University Police situations. The employees of each agency shall remain subject to the policies, orders, and procedures established by their own agency, and shall not take action(s) that conflict with such policies or procedures. Employees shall notify a supervisor a supervisor without delay if they anticipate or encounter a conflict between the parties' policies, orders, or procedures. All personnel employed by each party shall be and remain employees of said party, and shall at all times be subject to the direction, supervision, and control of said party directly.

IX.. REQUESTS FOR FEDERAL LAW ENFORCEMENT OR NATIONAL GUARD ASSISTANCE

Federal law enforcement or National Guard assistance shall only be approved through the Chief of Police in consultation with the University President. Emergency assistance requiring federal law enforcement or National Guard Assistance will adhere to the California State Government Code, Sections 8555-8561. Assistance from federal sources shall be of last resort and only requested after regional resources are not capable or available.

IX. REFERENCES

The below memorandums of agreements are available for reference on the department's "Police: Data: Memorandums of Agreement" file server.

- A. Memorandum of Agreement with the Los Angeles Police Department (LAPD – Operational Responsibilities under the Kristen Smart Campus Safety Act)
- B. Memorandum of Understanding with the Los Angeles Police Department (LAPD – Property & Evidence)
- C. Letter of Agreement with the Los Angeles Sheriff's Department (LASD)
- D. Letter of Agreement with the California Highway Patrol (CHP)
- E. Letter of Agreement with the Los Angeles School District (LAUSD) for use of their Police Department (LAUSD PD)
- F. Memorandum of Understanding Between the UC Regents and CSU Board of Trustees for mutual aid and law enforcement support.