

SAFETY SERVICES PROGRAM MEMORANDUM OF UNDERSTANDING

Police Response to Crimes on State Property California Highway Patrol and Oxnard Police Department

This Memorandum of Understanding ("MOU") is among and between the Ventura Area California Highway Patrol ("CHP") and the Oxnard Police Department ("OPD"). Hereafter, referred to as "the parties".

The purpose of this MOU is to define the jurisdictional responsibilities and response policies of each party within the City of Oxnard. In accordance with section 14615(b) of the California Government Code, The Department of the California Highway Patrol has jurisdiction over those matters related to the security of state officers, property, and occupants of state property. Furthermore, Section 2400(h) of the California Vehicle Code authorizes CHP to provide for the physical security of any current or former constitutional officers of the state, and any current or former legislator of the state.

There are nine (9) State of California venues (hereafter referred to as "Service Areas") within the City of Oxnard. The CHP's Service Areas exclude state entities that employ their own law enforcement personnel with police services responsibilities (e.g., State Correctional Facilities, Youth Authority, and applicable State Universities). The complete list of Service Areas is attached as Annex "A".

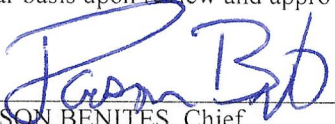
It is the mutual desire of the CHP and the OPD to provide the highest level of service possible to the public, as well as provide for the continuity of crime reporting, analysis, and prevention. To achieve those goals, party duties and the operational guidelines of this MOU are as follows:

1. The CHP is responsible for providing traffic patrol, Vehicle Code enforcement, traffic collision investigation, and motorist services on all highways designated as freeways within the City of Oxnard.
2. The CHP shall have primary responsibility for non-Vehicle Code crimes investigations occurring on State-owned or leased property in CHP's jurisdiction and Service Areas, within the City of Oxnard. In such cases where it has been determined by an on-scene CHP supervisor the crime occurred will require additional, specialized handling (murder other than vehicular homicide, rape, sexual assault), the OPD may be asked to assist or assume with investigations. The OPD will respond to calls to assist with investigations or to assume full investigative responsibility. The level of OPD assistance provided will be determined by the OPD Watch Commander. OPD may request assistance from the CHP to complete the investigation.
3. The OPD, at the request of the CHP, will respond and investigate CHP officer-involved shootings within the CHP and the OPD jurisdictions within the City of Oxnard. The CHP will conduct concurrent investigations for internal purposes only.
4. When request for police or emergency services within the CHP's Service Areas are received, all requests will be dispatched in accordance with current protocol. If the initial request is received by the OPD, they shall notify the Ventura CHP Communications Center as soon as it is practicable. In the event that the OPD arrives first at the scene of an incident where CHP has primary investigative responsibilities, the OPD will take reasonable steps to secure the scene until the CHP arrives.
5. The CHP and OPD mutually agree that in the event of an inability or delayed response on the part of either party, each may, upon the request of the party having primary jurisdiction, provide for the investigation, reporting, or other services as required.
6. The CHP and OPD mutually agree that the OPD may enforce all local, state, and federal laws on all state property adjacent to and below US-101 (Ventura Freeway) and SR-1 (Pacific Coast Highway). As part of enforcing "quality of life" laws, the OPD may enforce applicable laws upon notification to the CHP and request that Caltrans remove rubbish and seize property slated for destruction from state property.

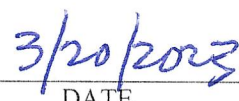
7. Indemnification. In the event of a claim or lawsuit, accident, injury, or loss of property, arising under this MOU, each party is to bear its own cost.

8. Termination. Either party may terminate its responsibilities and duties under this MOU after sixty days of written notice to the other party.


9. This MOU shall remain in effect for five years from date of signing and may be extended on a year by year basis upon review and approval of the CHP Area Commander.



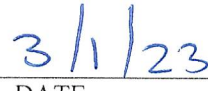
JASON BENITES, Chief
Oxnard Police Department



DATE



JAROD PRIMICERIO, Captain
Commander
Ventura Area California Highway Patrol



DATE

ANNEX "A"

1. **State Compensation Insurance Fund**
2901 North Ventura Road, Suite 125
Oxnard, CA 93031
2. **EDD Oxnard**
2901 North Ventura Road
Oxnard, CA 93031
3. **State Senator 19th District**
300 East Esplanade Drive, Suite 430
Oxnard, CA 93012
4. **Department of Public Health**
1889 North Rive Avenue, Suite 200
Oxnard, CA 93036
5. **Department of Motor Vehicles – Drivers Safety**
2051 North Solar Drive, Suite 100
Oxnard, CA 93036
6. **Department of Industrial Relations – Division of Workers Comp and Labor Standards**
1901 North Rice Road, Suite 200
Oxnard, CA 93030
7. **Unemployment Insurance - Appeals Board**
1901 North Rice Avenue, Suite 300
Oxnard, CA 93030
8. **Department of Rehabilitation**
1701 Pacific Avenue, Suite 120
Oxnard, CA 93003
9. **Department of Motor Vehicles**
4050 Saviers Road
Oxnard, CA 93033