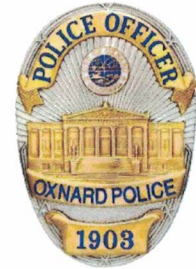




MEMORANDUM OF UNDERSTANDING



Between the
**Ventura County Community College District
Police Department**

and the
Oxnard Police Department

**RESPONSE TO PART I CRIMES OCCURRING ON
THE OXNARD COLLEGE CAMPUS**

June 21, 2021

**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND OXNARD POLICE DEPARTMENT**

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**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND OXNARD POLICE DEPARTMENT**

**ARTICLE 1
PREAMBLE**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as Agreement) to designate operational responsibility between the Ventura County Community College District Police Department (hereinafter referred to as VCCCD Police Department) and the City of Oxnard Police Department (hereinafter referred to as OPD). This Agreement is made and entered into this _____ day of _____, 2021, between the VCCCD Police Department and OPD.

This Agreement supersedes any prior agreements between the involved parties.

**ARTICLE 2
AUTHORITY**

1. This memorandum is the statement of agreement reached by the VCCCD Police Department and OPD, in compliance with Assembly Bill 913 which enacted California Education Code Section 67381, which is also known as the Kristin Smart Campus Safety Act of 1998. This legislation requires the VCCCD Police Department, and its Oxnard College station, to enter into a written agreement with OPD designating which law enforcement agency has operational responsibility for the investigation of Part 1 violent crimes, sexual assaults, and hate crimes. It further requires that the specific geographical boundaries of each department be identified for operational responsibilities.
2. Section 72330(a) of the California Education Code further advises that the governing board of a community college district may establish a community college police department under the supervision of a community college chief of police, and may employ personnel as necessary to enforce the law on or near the campus of the community college and in or about other grounds or properties owned, operated, controlled, or administered by the community college, or by the state acting on behalf of the community college.

**ARTICLE 3
BACKGROUND**

1. OPD provides municipal law enforcement services for the City of Oxnard, State of California. The VCCCD's Oxnard College is located within the incorporated area of the City of Oxnard. The VCCCD has its own District-wide Police Department, certified by the California Commission on Peace Officer Standards and Training, which provides law enforcement services to Moorpark, Oxnard, and Ventura Community Colleges.

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**ARTICLE 4
ADMINISTRATIVE AND TERM**

1. The OPD Chief of Police and the VCCCD Police Department Chief of Police, or their designees, will serve as the primary representative of each department in all contacts between the two departments and with regard to any revisions to or deviation from this Agreement.
2. A copy of this Agreement shall be posted in the lobby of the Oxnard College police station and made available for public viewing in accordance with Section 67381(e) of the California Education Code.
3. This Agreement shall continue in force until such time either party requests revision or termination. Either party may terminate this Agreement by giving the other party ninety (90) days of written notice of the party's intention to terminate. Any plans for revision shall be submitted to the other party in writing. In accordance with Section 67381(e) of the California Education Code, this Agreement shall be reviewed, and updated if necessary, every five years after July 01, 2016.

**ARTICLE 5
OPERATIONAL RESPONSIBILITIES**

1. The investigation of all violent Part 1 crimes occurring on the Oxnard College campus property will be the responsibility of the VCCCD Police Department's Oxnard College Station, with the following exceptions, which will be the responsibility of OPD:
 - a.) Homicide / Manslaughter
 - b.) Forcible Rape
 - c.) Kidnapping
 - d.) Serious Bodily Injury / Fatal Traffic Collisions
 - e.) Officer-Involved Shooting
 - f.) Investigations Requiring Specialty Units
2. OPD will be notified immediately by the Oxnard College Station of any and all of the above listed Part 1 violent crimes, and will assume primary responsibility for the investigation and provide the lead investigator(s). The Oxnard College Station will provide assistance as required and follow the investigation with OPD.
3. OPD will provide investigative aid for crimes of sexual assault and hate crimes occurring within the jurisdictional boundaries of the Oxnard College Station, in accordance with California Education Code § 67381.

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4. The Oxnard College Station will investigate deaths related to overdose, suicide, and natural causes. OPD will be the primary investigating agency for all other death investigations.
5. OPD will respond to any request for assistance made by the Oxnard College Station. Likewise, the Oxnard College Station will respond to any request for assistance made by OPD.
6. Incidents involving missing persons from the Oxnard College campus, when the subject is not located within the mandatory timeframe for that age group, will be reported to OPD immediately for follow-up investigation and pursuant to California Penal Code Section 14211. If the preliminary investigation indicates suspicious activity or foul play, OPD will be notified immediately, to allow for rapid response and the full use of its resources.
7. The Oxnard College Station will enforce the California Vehicle Code and other traffic regulations on the college campus. College police officers may enforce the California Vehicle Code and other traffic regulations on streets adjacent to and in the immediate vicinity of the campus should the violation warrant enforcement action. Parking enforcement on streets adjacent to the campus will be primarily the responsibility of OPD.
8. The Oxnard College Station will assist OPD in any mutual aid request, be it with personnel or the use of college facilities.
9. OPD will assist the Oxnard College Station in any mutual aid request, in particular with regard to incidents of civil disturbance or major unrest.
10. The Oxnard College Station will be responsible for all police services at special and sporting events held on college property.
11. If special events held on the Oxnard College campus require the assistance of OPD, OPD will enter into an agreement with the special events sponsors for recovery of costs for those services, not unlike that between the special events sponsors and the Oxnard College Station.
12. Oxnard College police officers are authorized by law to investigate crimes that have occurred within their jurisdiction anywhere in the State of California. If the Oxnard College Station investigates a crime beyond a one-mile radius of the college, it will notify the proper jurisdiction as a courtesy. OPD will assist the VCCCD police officers as much as possible with investigations extending into the City of Oxnard when requested to do so by VCCCD police officers.

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13. OPD officers attempting to serve an arrest or search warrant on the Oxnard College campus will notify the Oxnard College Station and request their assistance. VCCCD police officers will notify OPD when officers attempt to serve a warrant within the jurisdiction of OPD.
14. To assist in coordinating activities between the Oxnard College Station and OPD, OPD officers, whether in uniform or in plainclothes, going onto the college campus on official business will notify the Oxnard College Station located on the north side of the college, inside the Administration building (contact: 805-678-5805).

**ARTICLE 6
JURISDICTIONAL BOUNDARIES**

1. Pursuant to Section 72330 of the California Education Code and Index Letter Opinion No. 92-809,¹ the primary jurisdiction of the VCCCD Police Department officers is “on or near” the college district properties. Areas or locations that are “near” the college district properties are defined as sidewalks and streets bordering the college campus property, as well as nearby businesses which are primarily patronized by students, professors, and staff. This may include the area near the college, public or private, from which an officer standing on the college premises could observe a public offense that might be committed against college personnel, students, or college property. The extent of such areas and locations, including the “immediate vicinity” of the college premises, shall be determined on an individual basis, based upon the nature and seriousness of the public offense. Typical off-campus VCCCD police patrol should not extend beyond more than one mile from the campus boundaries.

It should be noted the geographical boundaries of Oxnard College consist of Bard Road to the south, South Rose Avenue on the west, North Campus Road on the north, and the baseball/soccer fields and sports stadium to the east (Appendix A).

2. VCCCD police officers may affect arrests and issue citations for violations of the California Vehicle Code when such violations do not occur on VCCCD property, but do occur on city or county streets that are on or near the college property.
3. VCCCD police officers shall restrict their field patrol activities to the college campus and to the areas “on or near” and in the “immediate vicinity” of the college properties, with the following exceptions:
 - a.) Requests for assistance from public safety agencies (i.e. local police, fire, and paramedics) to locations that are not “on or near” college properties;

¹ Lungren, D. E. (1992, December 09). Opinion No. 92-809 [Letter to The Honorable Pat Nolan]. Department of Justice, Sacramento, California.

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- b.) Emergency life threatening situations (e.g. "officer needs help" broadcasts, citizen "flag downs") even though they are not "on or near" college property;
 - c.) Misdemeanor and felony crimes in progress that are not "on or near" college property but which are observed by VCCCD police officers, provided there is immediate danger to a person or property, or to prevent the escape of the perpetrator of the offense.
4. If an OPD officer, or a VCCCD officer, witnesses a Part 1 violent crime that is within the defined jurisdiction of the other agency, the officer will take immediate action to: (1) terminate the crime and apprehend the suspect, if possible; (2) immediately notify the other agency and request assistance; and (3) subsequently provide appropriate documentation of involvement to the investigating agency as soon as possible.
5. OPD shall be responsible for the response to, and investigation of, all Part 1 violent crimes occurring on all property and roadways adjacent to, but apart from, the Oxnard College campus. This area extends away from the curb of each roadway or street. Those occurring within the curbside and on the sidewalk extending towards the campus will be the responsibility of the Oxnard College Station.

**ARTICLE 7
AGREEMENT SIGNATORIES**

This Agreement is being executed in duplicate originals for each signatory department. This Agreement and the foregoing articles are hereby agreed to by:

FOR OPD

Jason Benites
Chief of Police
Oxnard Police Department

Date

FOR VCCCD



Michael Pallotto
Interim Chief of Police
VCCCD Police Department

10-12-22

Date

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AGREEMENT SIGNATORIES**

This Agreement is being executed in duplicate originals for each signatory department. This Agreement and the foregoing articles are hereby agreed to by:

FOR OPD



Jason Benites
Chief of Police
Oxnard Police Department

10/20/2021

Date

FOR VCCCD

Joel Justice
Chief of Police
VCCCD Police Department

Date

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APPENDIX A



Appendix A. *Satellite Imagery of Oxnard College with geographical boundaries superimposed.*