

**Agreement Between the California State University Channel Islands
Police Department (CSUCI PD) and the Ventura County Sheriff's Office (VCSO)**

I. PARTIES

This written agreement (Agreement) is between California State University Channel Islands Police Department (CSUCI PD) and the Ventura County Sheriff's Office (VCSO).

The Parties agree to each identify a central point of contact for the other with respect to this Agreement. The Chief of Police for CSUCI PD and the Chief of Police for the Camarillo Station of VCSO will serve as the primary representatives for each department with regard to implementing the terms of this Agreement.

II. BACKGROUND

VCSO provides law enforcement services for all unincorporated areas of Ventura County. California State University Channel Islands (CSUCI) is located within an unincorporated area of Ventura County, approximately 3 miles south of the City of Camarillo. CSUCI has its own P.O.S.T. certified police department, which provides law enforcement services for the campus, including the University Glen residential community.

III. PURPOSE

The purpose of this Agreement is to comply with the requirements specified in California Education Code sections § 67381, also known as the Kristin Smart Campus Safety Act of 1998. This legislation requires CSUCI PD to enter into a written agreement with the VCSO, which specifies which law enforcement agency will have operational responsibility for the investigation of Part 1 violent crimes, sexual assaults, and hate crimes occurring on the CSUCI campus.

It is also the purpose of this Agreement to acknowledge the statutory requirements specified in California Education Code § 67380 and to ensure that any report of a Part 1 violent crime, sexual assault, or hate crime reported to the CSUCI PD is immediately, or as soon as practicably possible, disclosed to VCSO.

This Agreement shall continue in force and effect for five years from the date of signature or until such time as either party requests revision or termination, whichever is earlier. Any proposed revision shall be submitted to the other party in writing and will not be binding unless both parties agree in writing.

IV. GEOGRAPHICAL BOUNDARIES

The specific geographical boundaries of each agency's operational responsibility are displayed on Attachment A (CSUCI Aerial Photo with Property Lines 2019).

V. DEFINITIONS

"Part 1 Violent Crime" means criminal homicide, rape, robbery, and aggravated assault, as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation.

"Sexual Assault" includes, but is not limited to, rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, or threat of any of these.

"Hate Crime" means any offense described in § 422.55 of the Penal Code

VI. OPERATIONAL RESPONSIBILITIES

The investigation of all Part 1 violent crimes, sexual assaults, and hate crimes occurring on the CSUCI campus will be the responsibility of the CSUCI PD with the following exception, which will be the responsibility of the VCSO:

- Criminal Homicide

Additionally, VCSO will have operational responsibility for the investigation of any reported incident of Kidnapping or any officer-involved shooting which occurs on the CSUCI campus.

Depending upon the seriousness or complexity of any incident occurring on the CSUCI campus, the CSUCI PD watch commander may request VCSO to provide assistance with the investigation or to assume full operational responsibility for the investigation of the incident. VCSO will evaluate each request on a case-by-case basis following a comprehensive discussion with the CSUCI PD watch commander. If VCSO agrees to the request, each agency's operational responsibilities for the investigation will be clearly delineated and documented in appropriate investigation reports.

VCSO reserves the right to seek financial reimbursement from CSUCI PD for any costs associated with the investigation of criminal activity occurring on the CSUCI campus.

The investigation of criminal activity outside the boundaries of CSUCI and within the jurisdiction of VCSO will be the responsibility of VCSO.

VCSO and CSUCI PD will assist each other in any mutual aid request, in particular with regard to incidents of civil disturbance or major unrest. Personnel from each agency will receive orders and directions from their agency's officials only. Incidents involving both agencies should be under the direction of a unified command.

To assist in coordinating activities between CSUCI PD and VCSO, VCSO deputies and CSUCI PD officers, whether in uniform or in plainclothes, who go into the primary jurisdiction of the other on official business shall notify the respective department's watch commander as soon as practicable. VCSO deputies and CSUCI PD officers shall provide reasonable assistance to the other when requested to do so.

VII. DISCLOSURE OBLIGATIONS

Pursuant to California Education Code sections 67380(a)(6)(A) and 67383, CSUCI PD will disclose immediately or as soon as practicably possible to VCSO all reports it receives of any Part 1 violent crime, sexual assault, or hate crime, committed on or off campus. Off-campus locations may include noncampus buildings or properties owned or controlled by CSUCI or public property immediately adjacent to, and accessible from, the CSUCI campus.

CSUCI PD will disclose reports to VCSO without identifying the victim, unless the victim consents to being identified after having been informed of his or her right to have his or her personally identifying information withheld. If the victim does not consent to being identified, the alleged assailant will not be identified in the information disclosed to VCSO, unless CSUCI PD determines that the assailant represents a serious or ongoing threat to the safety of students, employees, or the institution, and the immediate assistance of VCSO is necessary to contact or detain the assailant.

Unless otherwise specified in this Agreement, these disclosures shall create no obligation on the part of VCSO. Such disclosures will be documented in appropriate CSUCI PD records.



Michael Morris, Chief of Police
CSU Channel Islands Police Department

01-06-2020

Date



William Ayub, Sheriff
County of Ventura

01/06/2020

Date



Attachment A
CSUCI Aerial Photo with Property Lines 2019