

# **JOINT PUBLIC SAFETY AGREEMENT**

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CITY OF CHICO  
CALIFORNIA STATE UNIVERSITY, CHICO



**JOINT PUBLIC SAFETY AGREEMENT BY AND BETWEEN THE CITY OF CHICO  
AND THE CALIFORNIA STATE UNIVERSITY CHICO REGARDING  
COOPERATION BETWEEN THE CHICO POLICE DEPARTMENT AND  
UNIVERSITY POLICE DEPARTMENT**

This Joint Public Safety Agreement (“AGREEMENT”) is entered into effective on this 25<sup>th</sup> day of January, 2016 between the City of Chico, a municipal corporation of the State of California (“City”) and the California State University, Chico, the Board of Trustees of the California State University, which is the State of California acting in its higher education capacity (“University”). The CHICO POLICE DEPARTMENT (CPD) shall be considered an entity within and a part of the City, and the UNIVERSITY POLICE DEPARTMENT (UPD) shall be a reference to an entity within and a part of the University. The City and the University hereinafter may also be referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

This AGREEMENT is made and entered into with respect to the following facts, which are incorporated herein by this reference:

A. **WHEREAS**, the Parties mutually agree that cooperation in public resources benefits the residents and students of Chico. It is the desire of the parties to jointly enhance public safety within the City of Chico and the California State University and to provide definitive operational guidelines, in those instances and areas in which the two share concurrent jurisdiction within the one mile radius surrounding the Chico campus and in the City of Chico.

B. **WHEREAS**, the Parties desire to leverage their resources to improve the quality of life for students and residents in the university and surrounding areas.

**NOW, THEREFORE**, in consideration of the foregoing, and the covenants and Agreements made on the part of each Party, as hereinafter set forth, the sufficiency of which consideration is hereby acknowledged by each Party, the Parties agree upon the following terms and conditions:

**AUTHORITY**

1. The CPD, under section 830.1 of the California Penal Code, has legal authority to exercise peace officer powers throughout the City. For the purposes of this AGREEMENT the primary jurisdiction of the Chico police officers shall be all property located within the City of Chico.

2. The UPD, under Section 830.2 of the California Penal Code, has legal authority to exercise peace officer powers throughout the State provided that primary duties shall be the enforcement of laws upon the State University campus and in an area within one mile of the exterior boundaries of the campus consistent with Section 89560 of the California Education Code. For the purposes of this Agreement, the primary jurisdiction of UPD officers shall be all property owned or leased by the University, and shared concurrent jurisdiction with CPD for purposes of

certain Municipal Code enforcement within one mile of the exterior campus boundaries extending into the City of Chico.

3. In addition to that authority otherwise granted by State law, the City and with consent of the CPD by and through its Chief of Police, grant authority to UPD peace officers to enforce the City of Chico Municipal Code for the enumerated Chapters, in the same manner as such provisions would be enforceable by CPD as provided within Exhibit A.

## **GEOGRAPHICAL AND JURISDICTIONAL BOUNDARIES**

4. City shall have primary jurisdiction for all law enforcement services within the city limits of the City of Chico, excluding all property owned, leased, operated, controlled, or administered by UNIVERSITY or the Foundation. City shall have primary jurisdiction and response for all fire rescue and prevention services for all properties within the city limits of the City of Chico, including those properties owned, leased, operated, controlled, or administered by the Foundation or AS. City shall have primary jurisdiction and response for all fire rescue services required at those properties owned, leased, operated, controlled, or administered by UNIVERSITY. However, the State Fire Marshal will be responsible for fire investigation and fire prevention services on such UNIVERSITY properties. City's Fire Department will assist the State Fire Marshal with such investigations and prevention services, as needed.

## **SCOPE OF SERVICES**

### OPERATIONAL RESPONSIBILITY

5. Notwithstanding this AGREEMENT, in their respective areas of operational responsibility, each department shall be responsible for the prevention of crime, the preservation of peace and order, the enforcement of laws and ordinances, the investigation, reporting and accounting for criminal offenses, and for providing such other police services as the regulations or orders the respective departments may require. Nothing herein shall be construed to alter the responsibility of the agency with operational responsibility to submit reports required by law to the Bureau of Criminal Statistics (BCS) and to one another upon request, as they pertain to joint enforcement.

6. Notwithstanding this AGREEMENT, UPD's primary patrol and operational priority is upon the properties owned and operated by the University, including investigation of Part 1 violent crimes, hate crimes, and sexual assault, occurring on these properties. When on-campus University service expectations allow, UPD may extend their patrol to the residential areas within one mile of the exterior boundaries of the campus, and take the appropriate law enforcement actions as needed.

7. Nothing in the AGREEMENT shall be interpreted to expand CPD's primary patrol and operational responsibility and priority beyond the properties within the City of Chico, including investigation of Part 1 violent crimes, hate crimes, and sexual assault, that occur with the City of Chico. Equally, nothing in the AGREEMENT shall be interpreted to expand UPD's primary patrol, operational responsibility, and priority beyond all property owned or leased by the University.

## PATROL RESPONSE

8. Should UPD observe one of the enumerated Municipal Code violations in Exhibit A are observed by UPD in the neighborhoods within the one mile exterior campus boundaries of University, UPD peace officers may issue a charging document.
9. Should an officer witness an emergency, outside of their jurisdiction, which requires immediate attention, action should be taken and the other agency notified at the first opportunity. In non-emergency situations requiring attention, outside of the observing officer's jurisdiction, the officer may take the appropriate law enforcement action and notify the other agency.
10. Calls for an emergency or life threatening matters may be responded to by the agency that initially receives the call, with referral to any agency having primary jurisdiction at the first opportunity. When officers from both agencies are at the scene of an emergency, the agency with primary jurisdiction will have full authority and responsibility for the police operations at the scene.

## CALLS FOR ASSISTANCE AND MUTUAL AID

11. Requests for assistance will normally be made through the communications center of either agency, although other arrangements may be made as appropriate to the incident. Prisoner transports to Butte County Jail, investigative support, and notifications, etc. are examples of routine calls for assistance.
12. The authority to request assistance from the other agency and the authority to grant such requests is delegated to the Chico Chief of Police and to the University Chief of Police. The Chico Chief delegates this responsibility to their on-duty watch commanders or supervisors. In extremely urgent and/or life-threatening situations when there is not sufficient time to make a requests, officers from either agency may respond immediately to urgent calls for assistance from officers of the other agency.
13. Personnel responding to a call for assistance will report to the highest-ranking officer from the requesting agency at the scene of the incident. In all emergency situations, officers from the responding agency will assist as directed by the ranking officer on scene. Direction will be given by the ranking officer from the requesting agency and coordinated by the supervisors on the scene. Officers from the responding agency will be under the immediate command of their own supervisors on scene. Either agency shall be excused from responding, or released from the scene, in the event that the requested agency's emergency equipment and personnel is needed in their primary jurisdiction.
14. Press releases and media management will be the responsibility of the requesting agency in whose jurisdiction and emergency the incident has occurred.

## INVESTIGATIONS

15. Cases initiated by either agency which require subsequent investigation shall be the responsibility of agency with primary jurisdiction.

16. It will be the policy of UPD to notify CPD when officers are conducting an investigation within the City and to request that a CPD Police Officer assist the investigating officer if such assistance is appropriate.

17. It will be the policy of CPD to notify UPD when officers are conducting an investigation within or upon property owned or leased by University and to request that a UPD Police Officer assist the investigating officer if such assistance is appropriate.

#### INFORMATION EXCHANGE

18. UPD will provide the CPD with information that may reasonably be expected to impact the City. The CPD will provide University Police with information that may reasonably be expected to impact University, and as required by law (including the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ["Clery Act"], and Title IX of the Higher Education Amendments of 1972 ["Title IX"]).

19. The criteria to be used to determine information exchange is: whether any reasonable indication exists that the persons involved or implicated in an incident may reside in, traverse through, or commit further criminal acts in the primary jurisdiction of the other. For purposes of this MOU, 'primary jurisdiction' of UPD includes any properties constituting 'Clery geography,' as defined in the Clery Act.

20. CPD will provide police reports to the UPD when the reports involve either identifiable student(s) or in such cases where there is strong reason to believe the individuals involved are student(s). UPD will provide police reports to the CPD where there case involves any Uniform Crime Reporting Part 1 crimes involved. The exchange of reports shall be consistent with policy and applicable laws regarding police reports. For purposes of this requirement, 'police reports' includes information sufficient to satisfy the Clery Act, Title IX, and the Kristin Smart Campus Safety Act of 1998."

#### TRAINING

21. Training of staff is necessary to meet the requirements of laws and regulations, maintain standards and proficiency, and to improve efficiency. Because of these ongoing requirements, both agencies employ personnel with subject matter expertise in a number of policing and safety related areas. Due to the proximity of jurisdictions and interrelatedness of responsibilities a high level of professional interaction regularly occurs between personnel from both agencies. It is essential that each agency understands the others procedures, operations, and tactics related to public safety.

22. Therefore it is recognized that members of each agency may, with departmental approval, participate in authorized training offered by either agency. Qualified and designated members of each department may act as trainers and/or participants in joint training sessions or exercises.

#### COSTS

24. Parties agree that providing law enforcement services under this Agreement are reciprocal and not subject to compensation.

#### EMPLOYEE STATUS

25. Nothing contained in this AGREEMENT, and no performance under this AGREEMENT by personnel of the Parties hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of worker's compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose or condition of employment.

#### TERMINATION

28. Should conditions exist whereby either party deems it necessary and in the best interest of their organizations respectively, either party may terminate this AGREEMENT at any time with or without cause upon thirty (30) days written notice to the other Party.

#### GOVERNMENTAL CLAIMS

29. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this AGREEMENT, both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

#### GOVERNING LAW AND VENUE

30. This AGREEMENT shall be governed by the laws of the State of California. Venue for any action arising under this Agreement or for the enforcement of this AGREEMENT shall be in the Superior Court for Butte County, California.

#### INTEGRATION AND AMENDMENT

31. This AGREEMENT represents the entire AGREEMENT between the Parties and there are no oral or collateral Agreements or understandings. This AGREEMENT may be amended only by an instrument in writing signed by the Parties. The undersigned Parties have been designated as representatives for their respective organizations and are authorized as signatories to this AGREEMENT between the City of Chico and the California State University, Chico.

#### MUTUAL CONTRACT

32. The Parties agree that this AGREEMENT has been mutually drafted and authored by both Parties and that it shall not be construed against any Party.

#### SEVERABILITY

33. If any term, section or other provision of this AGREEMENT shall, for any reason be determined invalid or unenforceable the invalidity or unenforceability of such term, section, or

other provision shall not affect any of the remaining provisions of this AGREEMENT if the remaining provisions can be enforced to carry out the general intent of this AGREEMENT.

This Agreement is executed this \_\_\_\_\_ day of January, 2016, in the City of Chico, State of California.

**CITY OF CHICO**

By:   
\_\_\_\_\_  
Mark Sorensen, Mayor

By:   
\_\_\_\_\_  
Michael O'Brien, Chico Chief of Police

**CALIFORNIA STATE UNIVERSITY, CHICO**

By:   
\_\_\_\_\_  
Paul J. Zingg, President

By:   
\_\_\_\_\_  
John Feeney, University Chief of Police

## **Exhibit A**

### **University Police Department Authority to Enforce Chico Municipal Code Chapters**

In addition to that authority otherwise granted by State law, the City and with consent of the CHICO POLICE DEPARTMENT by and through its Chief of Police, grant authority to UPD peace officers to enforce the City of Chico Municipal Code for the following enumerated Chapters, in the same manner as such provisions would be enforceable by CPD:

#### Public Health and Safety Offenses and Regulations

- a. Municipal Code Chapter 9.20: Camping
- b. Municipal Code Chapter 9.22: Depositing Foreign Matter in Public Ways
- c. Municipal Code Chapter 9.28: Guns and Slings
- d. Municipal Code Chapter 9.30: Possession and Consumption of Alcoholic Beverages
- e. Municipal Code Chapter 9.31: Social Host Liability

#### Offenses Against Public Peace

- f. Municipal Code Chapter 9.32: Glass Free Zone
- g. Municipal Code Chapter 9.38: Noise
- h. Municipal Code Chapter 9.40: Disorderly Events

#### Offenses Against Public Property

- i. Municipal Code Chapter 9.43: Civic Center Regulations
- j. Municipal Code Chapter 9.44: Obstruction of Streets and Sidewalks
- k. Municipal Code Chapter 9.48: Posters and Advertisements
- l. Municipal Code Chapter 9.50: Waterway Regulation

#### Consumer Protection

- m. Municipal Code Chapter 9.54: Aggressive and Deceptive Solicitation

#### Offenses by or against Minors

- n. Municipal Code Chapter 9.56: Curfews

#### Vehicles and Traffic

- o. Municipal Code Title 10: Vehicles and Traffic

#### Other Municipal Codes

- p. Other municipal code sections as mutually agreed with an written amendment