



MEMORANDUM OF UNDERSTANDING



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

and the
Ventura County Sheriff's Office

**RESPONSE TO CRIMES OCCURRING ON THE
MOORPARK COLLEGE CAMPUS AND
THE OXNARD COLLEGE FIRE TECHNOLOGY
ACADEMY**

February 1, 2024

**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE**

TABLE OF CONTENTS

ARTICLE	PAGE
1 – PREAMBLE.....	3
2 – AUTHORITY	3
3 – BACKGROUND.....	3
4 – ADMINISTRATIVE AND TERM.....	4
5 – OPERATIONAL RESPONSIBILITIES – MOORPARK COLLEGE	4
6 – OPERATIONAL RESPONSIBILITIES – OXNARD COLLEGE FIRE TECH ACAD...	6
7 – JURISDICTIONAL BOUNDARIES	8
8 – USE OF FORENSIC SCIENCES LABORATORY	9
9 – AGREEMENT SIGNATORIES	10
 APPENDIX A – SATELLITE IMAGERY OF MOORPARK COLLEGE	 11
APPENDIX B – SATELLITE IMAGERY OF THE OXNARD COLLEGE FIRE TECHNOLOGY ACADEMY	 12

**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE**

**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 Ventura County Sheriff's Office (hereinafter referred to as VCSO). This Agreement is made and entered into this 1 day of February, 2024, between the VCCCD Police Department and VCSO.

This Agreement supersedes any prior agreements between the involved parties.

**ARTICLE 2
AUTHORITY**

- 2.1 This memorandum is the statement of agreement reached by the VCCCD Police Department and VCSO, 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 to enter into a written agreement with VCSO 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.
- 2.2 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**

- 3.1 VCSO provides municipal law enforcement services for the City of Moorpark and the City of Camarillo, State of California. The VCCCD's Moorpark College is located within the incorporated area of the City of Moorpark and the Oxnard College Fire Technology Academy is located within the incorporated area of the City of Camarillo. 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.

**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE**

**ARTICLE 4
ADMINISTRATIVE AND TERM**

- 4.1 The VCSO Sheriff, the City of Moorpark Chief of Police, the City of Camarillo Chief of Police, and the VCCCD Police Department Chief of Police, or their designees, will serve as the primary representatives of each department in all contacts between VCSO and VCCCD and with regard to any revisions to or deviation from this Agreement.
- 4.2 A copy of this Agreement shall be made available for public viewing in accordance with Section 67381(e) of the California Education Code.
- 4.3 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 – MOORPARK COLLEGE**

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

MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE

- 5.4 VCSO will be the primary investigating agency for all death investigations, including deaths related to overdose, suicide, and natural causes. The Moorpark College Station will provide assistance as required and follow the investigation with VCSO.
- 5.5 Both VCSO and Moorpark College Station will respond to any request for assistance made by the other agency in accordance with their respective policies.
- 5.6 Incidents involving missing persons from the Moorpark College campus will be reported to VCSO without delay for follow-up investigation pursuant to California Penal Code Section 14211. If the preliminary investigation indicates suspicious activity or foul play, VCSO will be notified immediately to allow for rapid response and the full use of its resources.
- 5.7 The Moorpark 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 VCSO.
- 5.8 The Moorpark College Station will assist VCSO in any mutual aid request, be it with personnel or the use of college facilities.
- 5.9 VCSO will assist the Moorpark College Station in any mutual aid request, in particular with regard to incidents of civil disturbance or major unrest.
- 5.10 The Moorpark College Station will be responsible for all police services at special and sporting events held on college property.
- 5.11 If special events held on the Moorpark College campus require the assistance of VCSO, VCSO 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 Moorpark College Station.
- 5.12 VCCCD police officers are authorized by law to investigate crimes that have occurred within their jurisdiction anywhere in the State of California. If the Moorpark College Station investigates a crime beyond a one-mile radius of the college, it will notify the proper jurisdiction as a courtesy. VCSO will assist the VCCCD police officers as much as possible with investigations extending into the City of Moorpark when requested to do so by VCCCD police officers.
- 5.13 VCSO officers attempting to serve an arrest or search warrant on the Moorpark College campus will notify the Moorpark College Station and advise whether their assistance is needed. VCCCD police officers will notify VCSO when officers attempt to serve a warrant within the jurisdiction of VCSO and advise whether their assistance is needed.

**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE**

- 5.14 To assist in coordinating activities between the Moorpark College Station and VCSO, VCSO deputies, whether in uniform or in plainclothes, going onto the college campus to take law enforcement action will notify the Moorpark College Station attached to the north side of the college parking structure near Campus Road (contact: 805-378-1455).

**ARTICLE 6
OPERATIONAL RESPONSIBILITIES – OXNARD COLLEGE FIRE
TECHNOLOGY ACADEMY**

- 6.1 The investigation of crimes occurring on the Oxnard College Fire Technology Academy property will be the responsibility of the VCCCD Police Department's Oxnard College Station, with the following exceptions, which will be the responsibility of VCSO:
- a.) Homicide / Manslaughter
 - b.) Forcible Rape
 - c.) Kidnapping
 - d.) Serious Bodily Injury / Fatal Traffic Collisions
 - e.) Officer-Involved Shooting
 - f.) Investigations Requiring Specialty Units
- 6.2 VCSO will be notified immediately by the Oxnard College Station of any and all of the above-listed 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 VCSO.
- 6.3 VCSO will provide investigative aid for crimes of sexual assault and hate crimes occurring at the Oxnard College Fire Technology Academy within the jurisdictional boundaries of the Oxnard College Station, in accordance with California Education Code Section 67381.
- 6.4 VCSO will be the primary investigating agency for all death investigations, including deaths related to overdose, suicide, and natural causes. The Oxnard College Station will provide assistance as required and follow the investigation with VCSO.
- 6.5 Both VCSO and Oxnard College Station will respond to any request for assistance made by the other agency in accordance with their respective policies.

MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE

- 6.6 Incidents involving missing persons from the Oxnard College Fire Technology Academy will be reported to VCSO without delay for follow-up investigation pursuant to California Penal Code Section 14211. If the preliminary investigation indicates suspicious activity or foul play, VCSO will be notified immediately to allow for rapid response and the full use of its resources.
- 6.7 The Oxnard College Station will enforce the California Vehicle Code and other traffic regulations on the Oxnard College Fire Technology Academy grounds. College police officers may enforce the California Vehicle Code and other traffic regulations on streets adjacent to and in the immediate vicinity of the academy should the violation warrant enforcement action. Parking enforcement on streets adjacent to the academy will be primarily the responsibility of VCSO.
- 6.8 The Moorpark College Station will assist VCSO in any mutual aid request, be it with personnel or the use of college facilities.
- 6.9 VCSO will assist the Moorpark College Station in any mutual aid request, in particular with regard to incidents of civil disturbance or major unrest.
- 6.10 The Oxnard College Station will be responsible for all police services at special and sporting events held on academy property.
- 6.11 If special events held on the Oxnard College Fire Technology Academy grounds require the assistance of VCSO, VCSO 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.
- 6.12 VCCCD 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 academy, it will notify the proper jurisdiction as a courtesy. VCSO will assist the VCCCD police officers as much as possible with investigations extending into the City of Camarillo when requested to do so by VCCCD police officers.
- 6.13 VCSO officers attempting to serve an arrest or search warrant at the Oxnard College Fire Academy will notify the Oxnard College Station and advise whether their assistance is needed. VCCCD police officers will notify VCSO when officers attempt to serve a warrant within the jurisdiction of VCSO and advise whether their assistance is needed.
- 6.14 To assist in coordinating activities between the Oxnard College Station and VCSO, VCSO deputies, whether in uniform or in plainclothes, going onto the academy grounds to take law enforcement action will notify the Oxnard College Station located at 4000 South Rose Avenue, Oxnard (contact: 805-678-5805).

MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE

ARTICLE 7
JURISDICTIONAL BOUNDARIES

- 7.1 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.

The geographical boundaries of Moorpark College, located at 7075 Campus Road, Moorpark, consist of Campus Park Drive to the south, Campus Road to the northeast and east, and Collins Drive to the west and north (Appendix A).

The geographical boundaries of the Oxnard College Fire Technology Academy consist of the facility and parking lots located at 104 Durley Avenue, Camarillo, the adjacent fields to the west and south of the academy (Appendix B). The eastern half of the facility leased by the VCCCD to the Ventura County Sheriff's Office for its Criminal Justice Training Center, located at 106 Durley Avenue, Camarillo, is not considered part of the Oxnard College Station's jurisdictional boundaries.

- 7.2 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.
- 7.3 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;
 - b.) Emergency life threatening situations (e.g., "officer needs help" broadcasts, citizen "flag downs") even though they are not "on or near" college property;

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

MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE

- 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.
- 7.4 If a VCSO deputy or a VCCCD officer witnesses a violent crime that is within the defined jurisdiction of the other agency, the deputy or 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.
- 7.5 VCSO shall be responsible for the response to, and investigation of, all crimes occurring on all property and roadways adjacent to, but apart from, the Moorpark College campus and the Oxnard College Fire Technology Academy. 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 or academy will be the responsibility of the Moorpark College Station or the Oxnard College Station, as appropriate, except for the crimes listed in Sections 5.1 and 6.1.

ARTICLE 8
USE OF FORENSIC SCIENCES LABORATORY

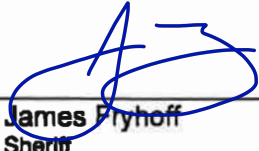
- 8.1 The VCCCD Police Department may make use of the VCSO Forensic Sciences Laboratory. The terms of usage will be similar to the terms between the VCSO and the California Highway Patrol. The primary usage will be in the area of narcotics testing and calibration of the Intoximeters[®] Alco-Sensor[®] VXL ("yellow box").
- 8.2 VCCCD officers will attend in-service training and conform to all VCSO policies and procedures with regard to packaging, weighing, destruction, and documentation of evidence. Officers will attend training to be certified in the use of the Intoximeters Alco-Sensor VXL.
- 8.3 Only evidence requiring forensic analysis will be booked into the VCSO Forensic Sciences Laboratory evidence room. Upon completion of analysis, the VCCCD Police Department will be responsible for retrieval of the evidence. All other evidence will be managed and maintained by the VCCCD Police Department.

**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE**

**ARTICLE 9
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 VCSO



James Fryhoff
Sheriff
Ventura County Sheriff's Office



Darin Hendren
Sheriff's Captain
Chief of Police Moorpark Station
Ventura County Sheriff's Office



Eric Tennesen
Sheriff's Commander
Chief of Police Camarillo Station
Ventura County Sheriff's Office

02/01/2024

Date

FOR VCCCD



Kelli Florman
Chief of Police
VCCCD Police Department

02/01/2024

Date

**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE**

APPENDIX A



Appendix A. Satellite Imagery of Moorpark College with geographic boundaries superimposed.

**MEMORANDUM OF UNDERSTANDING
VCCCD POLICE DEPARTMENT AND VENTURA COUNTY SHERIFF'S OFFICE**

APPENDIX B



Appendix B. *Satellite Imagery of the Oxnard College Fire Technology Academy with geographic boundaries superimposed.*