

MEMORANDUM OF UNDERSTANDING
GOVERNING JOINT OPERATION
ISLA VISTA FOOT PATROL 2020-2025

**ARTICLE 1
PURPOSE AND POLICIES**

This Memorandum of Understanding Governing Joint Operation of the Isla Vista Foot Patrol (MOU or “Agreement”) between the Regents of the University of California on behalf of the University of California, Santa Barbara Police Department (hereinafter to be referred to as UCSB PD), and the County of Santa Barbara, on behalf of the Santa Barbara Sheriff’s Office (hereinafter referred to as SBSO) regarding UCSB PD and SBSO’s (also collectively referred to as the “Parties”) joint law enforcement operation, Isla Vista Foot Patrol shall hereinafter be referred to as “IVFP.”

I. PURPOSE of AGREEMENT

1. It is the intent and purpose of the Parties that this Agreement constitutes intergovernmental relations in the public interest and in the interests of UCSB PD and SBSO.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the Parties.
3. It is not the intent of the Parties to create a separate entity subject to suit.

II. PHILOSOPHY

The IVFP was established in December 1970 as a cooperative venture between the County of Santa Barbara and the University of California to provide Community Oriented Policing to the community of Isla Vista out of a store front type of operation. It was so named in support of the concept in which officers leave their vehicles to perform a “foot patrol” and establish a stronger working relationship with the community. The IVFP was jointly established by virtue of the County of Santa Barbara’s state-mandated function to provide law enforcement in the Isla Vista community and the University of California at Santa Barbara Police Department’s concurrent and overlapping jurisdiction.

It is the intent of this latest MOU to codify the working relationship between the Parties in a manner which ensures that the working needs of the Parties are blended into a cohesive service delivery model that maximizes the quality of service for the residents of Isla Vista.

III. DEFINITIONS AND REFERENCE MATERIALS

Isla Vista Foot Patrol service area: “IVFP service area” will be used to refer to the areas for which the IVFP is primarily responsible for providing law enforcement services. This area is generally defined as follows:

1. The area commonly referred to as the unincorporated community of Isla Vista. This area is generally bounded by the Pacific Ocean on the South, El Colegio Rd on the North, and University Property on the East and West sides.
2. Any properties owned by the University of Santa Barbara within the IVFP area of responsibility where the UCSB PD has primary jurisdiction by statute are excluded from the IVFP service area.

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Reference documents:

- a. Trow Commission Report Dated October 9, 1970
- b. IVFP Land Lease Dated June 19, 2007
- c. 2010 Cooperative Agreement for Law Enforcement between County of Santa Barbara and University of California, Santa Barbara
- d. Jeanne Clery Act and background of the Clery Act (20 U.S.C. section 1092)
- e. Federal Violence Against Women Act (VAWA) (34 U.S.C. subchapter III)
- f. CA AB1433 Gatto Bill on Campus Sexual Assault (Educ. Code sections 67380 and 67383)

IV. GOVERNING POLICIES

1. Unless otherwise specified within this MOU, all personnel assigned to the IVFP shall be governed by all policies, procedures, and practices as promulgated by their respective employing agency.
2. The County Sheriff shall appoint a designated Sheriff's Lieutenant or above as the IVFP Station Commander. The IVFP Station Commander is responsible for the overall management and oversight of the IVFP operation and facility.
 - a. All SBSO and UCSB PD personnel assigned to IVFP shall be under the operational command of the IVFP Station Commander (operational chain of command).
 - i. Administratively, UCSB PD personnel assigned to IVFP will remain within/ under the UCSB PD Chain of Command.
 - b. The UCSB Chief of Police, or his/ her designee, will provide input to the Sheriff's Office in the selection process and annual performance evaluation of the IVFP Station Commander.
3. The UCSB Chief of Police shall designate a UCSB PD Lieutenant or above to serve as a liaison with the IVFP Station Commander. In this capacity, the liaison will be responsible for communicating and coordinating UCSB PD needs and concerns relating to the operation of IVFP and assist the IVFP Station Commander in meeting the contractual, reporting and other requirements of UCSB PD.
 - a. The UCSB PD Liaison and the IVFP Station Commander will meet at least once per month to discuss and arrive at mutually beneficial solutions for:
 - i. Issues or concerns related to the operation of the IVFP and the provision of policing services within the IVFP service area.
 - ii. Issues related to compliance with UCSB PD MOUs and agreements addressing policing services.
 - iii. Compliance with this MOU, including both the provision of sworn peace officer staffing toward the IVFP operation, as outlined within Article 2 of this MOU.
4. Mutual goals shall be identified and outlined in writing each fiscal year. The resulting document will be titled the Isla Vista Policing Plan. The Isla Vista Policing Plan will be established by the IVFP Station Commander and the UCSB PD Liaison Lieutenant. The Annual Isla Vista Policing Plan will be reviewed and signed off by the Sheriff and the UCSB PD Chief or their designees. The document will then be distributed within both organizations.

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5. Citizen or administrative complaints will be handled by the supervisors of the parent agency for the subject officer/deputy within the complaint.
 - a. Notwithstanding the requirements of Penal Code §832.7 and the California Peace Officers Bill of Rights, if the nature of the complaint potentially involves or impacts members of the other organization, notification should be made to the other agency via the IVFP Station Commander or the UCSB PD Liaison as soon as practical.
6. Discipline and personnel matters will be handled by the supervisor or chain of command of the parent agency.
7. On duty injuries will be handled by the supervisor or chain of command of the parent agency.
 - a. The IVFP Station Commander will be notified of all on duty injuries to personnel that are assigned to the IVFP, irrespective of parent agency.
 - b. The IVFP Station Commander will ensure the UCSB PD Liaison is notified of any injuries sustained by UCSB PD employees who are assigned to the IVFP.
8. The SBSO custody policy, SBSO Policy §900 for adults and §324 for juveniles, shall be used for the holding facility at the IVFP Station.
 - a. The IVFP Station Commander will coordinate with the UCSB PD Liaison Lieutenant to assist UCSB PD in aligning their custody policies to mirror the SBSO holding facility policies and minimize confusion or discrepancies between the relevant policies for both agencies.
9. All personnel that are assigned to the IVFP will use SBSO reporting forms and systems for the documentation of all crimes, incidents and investigations associated with the IVFP service area.
 - a. SBSO will maintain all criminal record keeping for the IVFP service area.
 - i. SBSO shall provide UCSB PD with timely data that is necessary to meet University reporting requirements. The IVFP Station Commander will coordinate with the UCSB PD Liaison to ensure the appropriate data is provided and that it is provided in a timely manner.
 - 1) Jeanne Clery Act (daily crime log),
 - 2) CA AB1433 Gatto Bill on Campus Sexual Assault, and
 - 3) VAWA.
 - ii. SBSO will provide UCSB PD with quarterly crime analysis reports for the IVFP service area.
 - iii. The IVFP Station Commander will provide the UCSB PD Liaison with a copy of the Office of Student Life (OSL) weekly stat sheet.
10. UCSB PD will provide SBSO with UCSB PD data relating to any criminal incidents that are handled by UCSB PD within the IVFP service area, thereby allowing SBSO to meet their DOJ reporting requirements and to ensure that significant incidents and criminal investigations are assigned to the Sheriff's Criminal Investigations Division as necessary.
 - a. When it is practical to do so, UCSB PD personnel are encouraged to utilize SBSO reporting forms and systems for the documentation of significant crimes that occur in the IVFP service area.
 - b. However, a copy of the applicable UCSB PD courtesy report will suffice when it is not practical to utilize SBSO reporting forms and systems.

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11. The Sheriff's Criminal Investigations Division is responsible for assigning and managing all detective-level investigations for significant crimes and incidents occurring within the IVFP service area.
 - a. UCSB PD may elect to provide detective resources for utilization in the investigation of crimes and incidents occurring within the IVFP service area. If that election occurs:
 - i. UCSB PD may provide restrictions upon the use of any such detective resources, including the type and number of cases that may be assigned to the UCSB PD detective.
 - 1) Although UCSB PD may be conducting an investigation that is being operationally managed by SBSO, UCSB PD detective personnel will remain within/ under the UCSB PD Chain of Command for administrative purposes.
 - 2) The UCSB PD Liaison will coordinate with the Sheriff's Criminal Investigations Division Bureau manager and the IVFP Station Commander to ensure that any such restrictions are understood and adhered to.
 - ii. The work of the UCSB PD detective(s) as it relates to crimes and significant incidents occurring within the IVFP service area will be:
 - 1) Assigned and managed through the Sheriff's Criminal Investigations Division.
 - 2) Documented on SBSO reporting forms and systems.
 - iii. Any hours worked by SBSO or UCSB PD personnel who are working in a detective capacity will not count toward the IVFP sworn law enforcement personnel commitments outlined within Article 2 of this MOU.
12. All UCSB PD Officers, who are not assigned to the IVFP, should utilize SBSO radio frequencies, communicating through SBSO Dispatch, when responding to SBSO dispatched calls for service. This will allow for effective tracking of the utilization of non-IVFP resources and will assist the IVFP Station Commander and UCSB PD Liaison in evaluating the appropriateness of IVFP staffing levels.
 - a. Both UCSB PD and SBSO dispatch should utilize "ring-down" lines to notify the other dispatch center of incidents in which a member of the other agency is engaged in an incident that is being run through the dispatch center.
13. Cross reporting of on-duty resources for entry into SBSO Computer Aided Dispatch program (CAD):
 - a. SBSO shall provide UCSB PD Dispatch with the IVFP beat sheet for each on-duty IVFP deputy/officer and shift.
 - b. UCSB PD shall provide IVFP and SBSO Dispatch with UCSB PD beat sheets for each on-duty officer and shift.

**ARTICLE 2
DEPARTMENTAL PERSONNEL COMMITMENT**

I. PHILOSOPHY

1. Both SBSO and UCSB PD are committed to providing sufficient resources toward the collaborative operation of the IVFP thereby ensuring that IVFP is able to provide an appropriate level of policing services within the IVFP service area. In an effort to

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enhance flexibility for both UCSB PD and SBSO, the Parties agree that they are no longer utilizing the previous FTE-based model (that tracked the number of personnel each agency assigned to the IVFP operation) and are now adopting a time-based compliance model.

- a. Within the time compliance model, the number of sworn law enforcement personnel hours that are necessary to safely and effectively operate the IVFP will be calculated on an annual basis and each agency will be responsible for staffing a percentage of those hours throughout the year.
 - i. The percentages of sworn law enforcement personnel hours that each agency is required to provide will be based upon and aligned with the staffing commitments outlined within the existing approved/ signed 2010 Cooperative Agreement for Law Enforcement Between County of Santa Barbara & University of California, Santa Barbara (LRDP).

II. ANNUAL CALCULATION OF SWORN LAW ENFORCEMENT PERSONNEL HOURS

1. At the beginning of July for each year, the IVFP Station Commander and the UCSB PD Liaison will participate in one or more meetings and will come to an agreement about the number of sworn law enforcement personnel hours that are needed to ensure the IVFP is able to provide an appropriate level of policing services within the IVFP service area for the next 12 months.
2. The overall staffing hours requirement will be broken down into the following staffing periods:
 - a. Student Orientation: This period starts one (1) week prior to either UCSB or SBCC beginning their fall semester/ quarter and continues until the Halloween Operational Period concludes on the Monday following October 31st.
 - b. Fall: This period starts on the Monday following October 31st and ends when both UCSB and SBCC begin their winter break.
 - c. Winter Break: This period begins when both UCSB and SBCC begin their winter break and ends when either UCSB or SBCC begin their winter semester/ quarter.
 - d. Winter/ Spring: This period begins when either UCSB or SBCC begin their winter semester/ quarter and ends one (1) week after both UCSB and SBCC have completed their final graduation ceremony.
 - e. Summer: This period begins one (1) week after both UCSB and SBCC have completed their final graduation ceremony and ends one (1) week prior to either UCSB or SBCC beginning their fall semester/ quarter.
3. In determining the staffing requirement for each period, the IVFP Station Commander and UCSB PD Liaison will:
 - a. Review the UCSB and SBCC class schedule to determine the actual start and stop dates for each period.
 - b. Review the prior years' IVFP activity levels, IVFP service area crime statistics and consider trends that may indicate the staffing levels for the upcoming 12 months may need to be adjusted to ensure that an appropriate level of policing services will be

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- provided by the IVFP, while simultaneously remaining fiscally responsible to the parent organizations.
- c. Ensure that appropriate levels of supervisory oversight are provided within the IVFP operation. This should be broken down into the number of:
 - ii. Sergeant hours; and
 - iii. Corporal/ senior deputy hours.
 - d. Review prior years' statistics relating to the utilization of SBSO and UCSB PD resources that are not assigned to IVFP in the handling of calls for service within the IVFP service area and IVFP assigned resources being utilized to handle or assist in handling calls for service outside of the IVFP service area. Disproportionate utilization of outside resources may indicate the need to adjust IVFP staffing commitments.

III. Agency staffing commitments

- 1. SBSO will assign the following personnel to the IVFP on a full-time basis:
 - a. One (1) sheriff's lieutenant to fulfill the role of the IVFP Station Commander.
 - b. One (1) sheriff's service technician (SST) to perform parking enforcement and other duties as assigned.
- 2. The Parties agree to the following supervisory staffing commitment toward the IVFP operation:
 - a. Sergeant
 - i. SBSO will provide a minimum of 66.6% of the total sergeant hours necessary to provide appropriate levels of supervisory oversight for the IVFP operation.
 - ii. UCSB PD will provide a minimum of 33.4% of the total sergeant hours necessary to provide appropriate levels of supervisory oversight for the IVFP operation.
 - b. Corporal/ Senior Deputy
 - i. SBSO will provide a minimum of 66.6% of the total corporal/ senior deputy hours necessary to provide appropriate levels of supervisory oversight for the IVFP operation.
 - ii. UCSB PD will provide a minimum of 33.4% of the total corporal/ senior deputy hours necessary to provide appropriate levels of supervisory oversight for the IVFP operation.
 - iii. If an agency exceeds its required staffing commitment at the sergeant rank, excess hours can be applied toward the corporal/ senior deputy commitment.
- 3. The Parties agree to the following sworn law enforcement staffing commitment toward the IVFP operation:
 - a. Within each of the five (5) staffing periods, SBSO will provide a minimum of 65% of the total sworn, line-level officer/ deputy hours necessary to provide appropriate levels of supervisory oversight for the IVFP operation.
 - i. This number may be adjusted downward based upon the circumstances outlined below.
 - ii. On a biweekly basis, within each of the five (5) staffing periods as set forth above, UCSB PD will provide a minimum of 35% of the total sworn, line-level officer/

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- deputy hours necessary to provide appropriate levels of supervisory oversight for the IVFP operation.
- iii. As outlined within the 2010 Cooperative Agreement for Law Enforcement Between County of Santa Barbara & University of California, Santa Barbara (LRDP), for every 1,000 students of enrollment growth at UCSB that occurred after September 7, 2010, UCSB PD will provide an additional 810 hours of sworn law enforcement staffing toward the overall staffing commitment for the operation of IVFP.
 - b. All hours worked by sworn UCSB PD and SBSO personnel who are of the rank of sergeant or lower will count toward this commitment, unless the hours are being used to meet the requirement for supervisions hours.
 - i. Any hours worked by SBSO or UCSB PD personnel who are working in a detective capacity will not count toward the sworn law enforcement personnel commitments outlined within this Article of the MOU.
 - ii. Any hours worked by SBSO or UCSB PD personnel for planned special events, under Unified Command, (including but not limited to Halloween, Deltopia and Graduation), and Law Enforcement mutual aid provided during unplanned emergency events will not count toward the sworn law enforcement personnel commitments outlined within this Article of the MOU.
 - iii. Any hours worked by SBSO or UCSB PD personnel for grant funded operations or services will not count toward the sworn law enforcement personnel commitments outlined within this Article of the MOU.
 - c. During their monthly meetings, the IVFP Station Commander and the UCSB PD Liaison will provide each other with documentation establishing the level of compliance for their respective agency and review any overages and shortages. The IVFP Station Commander and UCSB PD Liaison will work together to develop a plan to remedy any underage or overage for one or both agencies.
 - i. If either agency falls short of their biweekly staffing commitment and this shortage causes the other agency to incur overtime expenses or to utilize non-IVFP staffing to cover the shortage in order to maintain IVFP minimum staffing:
 - a) The agency that fell short of their commitment will make-up the shortage within 4 weeks of the shortage.
 - b) The IVFP Station Commander and UCSB Liaison will coordinate the scheduling of the make-up hours, preferably allowing the other agency to utilize it as an opportunity to recoup the costs or loss of resources incurred in covering the shortage.
 4. Either SBSO or UCSB PD may choose to assign or otherwise dedicate additional non-sworn personnel and/ or other resources to augment or provide enhanced policing services within the IVFP service area.
 - a. Those resources will be coordinated through the IVFP Station Commander and/or the applicable SBSO bureau, insofar as it relates to the provision of policing services within the IVFP service area.
 - b. The parent agency may provide restrictions upon the use of any such personnel or other resources.

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- c. The UCSB PD Liaison will coordinate with the IVFP Station Commander to ensure that any restrictions are understood and adhered to.

**ARTICLE 4
EQUIPMENT**

The University of California and the County of Santa Barbara will provide the following items of equipment for the IVFP. Each agency is responsible for the maintenance and upkeep of the equipment it provides toward the operation of IVFP.

- I. University of California Police Department**
 - 1. Safety Equipment for the University of California Police Department Officers assigned to the IVFP.
- II. Santa Barbara Sheriff's Office**
 - 1. Safety Equipment for the SBSO Deputies assigned to the IVFP.
 - 2. Marked police bicycles.
 - 3. Three (3) marked Sheriff's units (vehicles).
 - i. Vehicle fuel and maintenance for these three vehicles will be provided by the County of Santa Barbara.
- III. All sworn personnel assigned to IVFP will be issued and shall carry their UCSB PD issued interoperable portable radios.**
 - 1. Alternatively, UCSB PD may elect to enable the SBSO issued interoperable portable radios assigned to Sheriff IVFP personnel to access the UCSB PD radio system.

**ARTICLE 5
IVFP EXPENSES**

All expenses incurred by the IVFP shall be shared in a manner as outlined in the Land lease agreement and LRDP agreement.

**ARTICLE 6
INDEMNIFICATION AND INSURANCE**

- I. INDEMNIFICATION BY REGENTS OF THE UNIVERSITY OF CALIFORNIA**

REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold COUNTY OF SANTA BARBARA, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents, employees, guests, or invitees.

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II. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA shall defend, indemnify, and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY OF SANTA BARBARA, its officers, officials, employees, or agents.

III. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, REGENTS OF THE UNIVERSITY OF CALIFORNIA shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be REGENTS OF THE UNIVERSITY OF CALIFORNIA's agent.

IV. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

V. CONTINUING OBLIGATION

To the extent that REGENTS OF THE UNIVERSITY OF CALIFORNIA has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

VI. TYPE OF INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

VII. AMOUNT OF INSURANCE

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1. UCSB PD, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - a. General Liability Self-Insurance Program with a limit of not less than \$5,000,000 per occurrence.
 - b. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$5,000,000 per occurrence.
 - c. Workers' Compensation and Employers ability Self-Insurance Program covering UCSB PD's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of SBSO and UCSB PD against other insurable risks relating to performance of this Agreement.

It should be expressly understood, however, that the coverages and limits required under this paragraph B shall not in any way limit the liability of UCSB PD.

The coverages referred to under (1) and (2) of this paragraph B shall include County of Santa Barbara as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UCSB PD, its officers, agents, or employees. UCSB PD, upon the execution of this Agreement, shall furnish SBSO with Certificates of Self-Insurance evidencing compliance with all requirements.

2. County of Santa Barbara, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - a. General Liability Self-Insurance Program with a limit of not less than \$5,000,000 per occurrence.
 - b. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$5,000,000 per occurrence.
 - c. Workers' Compensation and Employers ability Self-Insurance Program covering SBSO's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UCSB PD and SBSO against other insurable risks relating to performance of this Agreement.

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It should be expressly understood, however, that the coverages and limits required under this paragraph B shall not in any way limit the liability of SBSO.

The coverages referred to under (1) and (2) of this paragraph B shall include University of California as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of SBSO, its officers, agents, or employees. SBSO, upon the execution of this Agreement, shall furnish UCSB PD with Certificates of Self-Insurance evidencing compliance with all requirements.

VIII. AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

1. UCSB PD

- a. UCSB PD agrees to assume responsibility for loss of damage to third parties arising solely out of the negligent operation of SBSO motor vehicles by UCSB PD personnel.
- b. UCSB PD shall not assume responsibility for loss or damage to third parties in instances where accidents are caused by mechanical defects, SBSO maintenance, breakdown, latent defects (all, whether known or unknown) in motor vehicles owned by SBSO, or caused by the negligence of SBSO.
- c. Injuries to UCSB PD drivers and/or passengers of SBSO motor vehicles shall be covered under UCSB PD's workers' compensation self-insurance program.
- d. UCSB PD agrees to assume responsibility for loss or damage to SBSO motor vehicles arising out of the negligent operation of SBSO motor vehicles by UCSB PD up to the full actual cash value of the motor vehicle at the time of the accident. Such responsibility shall include towing costs to the nearest garage, but only if such towing costs are related to the reported occurrence.
- e. UCSB PD shall not assume responsibility for loss or damage to SBSO motor vehicles arising out of non-operational occurrences, including but not limited to, the negligence of SBSO; mechanical defects; maintenance items; acts of God; wear and tear; damage due to unknown causes and/or unknown date of loss; and any repair or replacement not related to loss from a reported occurrence.
- f. UCSB PD shall operate SBSO motor vehicles in a lawful manner, and only for the purpose intended, and with the same degree of caution and prudence they would exercise using any UCSB PD motor vehicles.
- g. Accident Reporting Procedures – In the event of an accident involving an SBSO vehicle, UCSB PD shall, in addition to whatever other reporting requirements may be applicable under state law and/or local ordinances, notify and file required accident reports with the on-duty SBSO area supervisor, the IVFP Lieutenant and the UCSB PD Risk Coordinator within five days of the date of the accident for non-injury accidents, and immediately if an accident involves injuries or death.

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2. Santa Barbara Sheriff's Office
 - a. SBSO agrees to assume responsibility for loss of damage to third parties arising solely out of the negligent operation of UCSB PD motor vehicles by SBSO Personnel.
 - b. SBSO shall not assume responsibility for loss or damage to third parties in instances where accidents are caused by mechanical defects, UCSB PD maintenance, breakdown, latent defects (all, whether known or unknown) in motor vehicles owned by UCSB PD, or caused by the negligence of UCSB PD.
 - c. Injuries to SBSO drivers and/or passengers of UCSB PD motor vehicles shall be covered under SBSO's workers' compensation self-insurance program.
 - d. SBSO agrees to assume responsibility for loss or damage to UCSB PD motor vehicles arising out of the negligent operation of UCSB PD motor vehicles by SBSO up to the full actual case value of the motor vehicle at the time of the accident. Such responsibility shall include towing costs to the nearest garage, but only if such towing costs are related to the reported occurrence.
 - e. SBSO shall not assume responsibility for loss or damage to UCSB PD motor vehicles arising out of non-operational occurrences, including but not limited to, the negligence of SBSO; mechanical defects; maintenance items; acts of God; wear and tear; damage due to unknown causes and/or unknown date of loss; and any repair or replacement not related to loss from a reported occurrence.
 - f. SBSO shall operate UCSB PD motor vehicles in a lawful manner, and only for the purpose of intended, and with the same degree of caution and prudence they would exercise using any SBSO motor vehicles.
 - g. Accident Reporting Procedures – In the event of an accident, SBSO shall, in addition to whatever other reporting requirements may be applicable under state law and/or local ordinances, notify and file required accident reports with the on-duty UCSB PD supervisor, the IVFP Lieutenant, the UCSB PD Liaison and the UCSB PD Risk Coordinator within five days of the date of the accident for non-injury accidents, and immediately if an accident involves injuries or death.

IX. FLEET DAMAGE

The respective parties shall establish a system, including the maintenance of logs and records, for identifying prior damage to the affected motor vehicle(s). The logs and/or records of such damage shall be submitted with respective accident reports.

X. FLEET OWNERSHIP

UCSB PD and SBSO acknowledge that each has exclusive ownership of their respective motor vehicles, and that at no time shall the parties acquire any right, title or interest in or to the other party's motor vehicle.

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**ARTICLE 7
TERMINATION**

Should conditions exist whereby either party deems it necessary and the best interest of their organizations respectively, this Memorandum of Understanding between the University of California Santa Barbara Police Department and the County of Santa Barbara Sheriff's Department may be terminated with thirty (30) days written notice. All parties agree that should any financial obligations be outstanding, they will be settled on an equal 50/50 basis.

**ARTICLE 8
DESIGNATED REPRESENTATIVES**

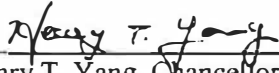
The following parties have been designated as representatives for their respective organizations and are authorized as signatories to this Memorandum of Understanding between the University of California Santa Barbara Police Department and the County of Santa Barbara Sheriff's Department. The MOU can be amended at any time upon written agreement between the Sheriff and Chief.

**ARTICLE 9
TERM**

The initial term of this Agreement shall be from the date of execution by all Parties to and including the date when a successor LRDP is adopted which replaces the 2010 LRDP or until January 1, 2025, if the replacement for the 2010 LRDP has not been approved and certified by The Regents and the California Coastal Commission. After the initial term, this Agreement shall remain in effect on a year-to-year basis until such time, if any, as one party serves on the other a 180-day Notice to Terminate this Agreement. 180 days after service of the Notice to Terminate provided for hereunder, this Agreement shall terminate and be of no further force and effect.

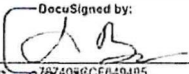
MEMORANDUM OF UNDERSTANDING
GOVERNING JOINT OPERATION
ISLA VISTA FOOT PATROL 2020-2025

UNIVERSITY OF CALIFORNIA
SANTA BARBARA

By: 
Henry T. Yang, Chancellor

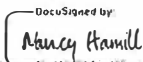
Date: 09/15/2020

UNIVERSITY OF CALIFORNIA,
SANTA BARBARA POLICE DEPT.

By: 
Chief of Police

Date: 9/24/2020

Approved as to form:
Counsel to the Regents

By: 
Nancy Hamill,
Chief Campus Counsel UC Santa Barbara

BILL BROWN,
SANTA BARBARA COUNTY SHERIFF - CORONER

By: 
Bill Brown

Date: 10/20/20

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA
AUDITOR-CONTROLLER

By: Kyle Slattery Digitally signed by Kyle Slattery
Date: 2020.10.20 09:21:59 -07'00'
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

Ray Aromatorio, Date: 2020.10.12
By: Risk Manager 16:17:16 -04'00'

Risk Program Administrator