



**Interagency Operations and Protocol Agreement
(Memorandum of Understanding)**

Between the

**MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT
POLICE DEPARTMENT**

and the

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Interagency Operations and Protocol Agreement
Mount San Antonio Community College District & Los Angeles County Sheriff's Department

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**ARTICLE 1
PREAMBLE**

This Interagency Operations and Protocol Agreement (hereinafter known as "Agreement") is between the Los Angeles County Sheriff's Department (hereinafter known as "LASD") and the Mount San Antonio Community College District (hereinafter known as "District"), of which the District's police department is a subdivision (hereinafter known as "District Police"). Collectively, these entities shall be referred to as the parties (hereinafter known as the "Parties").

The purpose of this Agreement is to clarify agency jurisdiction and operational response responsibility as required by the Kristen Smart Campus Safety Act of 1998, AB1433 - Reporting of Sexual and Hate Violence (Gatto, 2014), and the federal Jeanne Clery Act.

The Parties recognize that LASD and District Police have a mutually supportive relationship and an interest in providing a safe and secure environment for the campus community.

**ARTICLE 2
AUTHORITY**

The Kristen Smart Campus Safety Act of 1998, codified in Education Code section 67381, requires local law enforcement to enter into written agreement with community college law enforcement to clarify the operational responsibilities for investigations of Part 1 violent crimes, sexual assaults, and hate crimes and to delineate the specific geographical boundaries of each party's operational responsibility, including maps as necessary.

Under Education Code section 72330(a), 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 on or near other grounds or properties owned, operated, controlled, or administered by the community college or by the state acting on behalf of the community college.

Under Education Code section 67381(a), the California Legislature reaffirms that campus law enforcement agencies have the primary authority for providing police or security services, including the investigation of criminal activity, to their campuses.

The District Police Department is a law enforcement agency operating under the authority of Penal Code Section 830.32 and Education Code 72330, and LASD is the local law enforcement agency that provides law enforcement services for the City of Walnut.

ARTICLE 3
OPERATIONAL RESPONSIBILITY - PART I VIOLENT CRIMES, SEXUAL ASSAULTS, AND HATE CRIMES

This section governs which agency has operational responsibility for the investigation of Part I violent crimes as identified in Education Code section 67381. "Part I Violent Crimes" means willful homicide, forcible rape, robbery, and aggravated assault as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation. "Hate Crime" means any offense described in Section 422.55 of the Penal Code. "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.

District Police has sole responsibility for law enforcement response and investigation of criminal activity on all District property, located within the jurisdiction of the County of Los Angeles.

LASD shall provide investigation services upon request by District Police for Part I violent crimes, sexual assault, and hate crimes.

ARTICLE 4
OPERATIONAL RESPONSIBILITY – OTHER CRIMES & INCIDENTS

This section identifies other crimes and incidents which may necessitate the Sheriff to assume primary operational responsibility for the investigation.

By mutual agreement, LASD may provide investigation services upon request by the District Police with District Police assuming a supporting role for those crimes and incidents that handling and/or investigation may be beyond the resources of District Police. Such crimes and incidents may include, but are not limited to:

1. Actual Explosive Devices
2. Hostage/Barricade Situations
3. Active Shooter
4. Officer Involved Shooting / Use of Force Resulting in Major Injury/Death
5. Fatal Traffic Accidents

ARTICLE 5
GEOGRAPHICAL BOUNDARIES

Attachment "A" delineates the specific geographical boundaries of Mount San Antonio Community College, located at 1100 North Grand Avenue, Walnut, CA 91789.

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**ARTICLE 6
DISSEMINATION OF AGREEMENT**

This Agreement will be maintained by both parties and distributed to the appropriate personnel within each agency.

A copy of this Agreement will be made available for public viewing in accordance with Education Code section 67381(e).

**ARTICLE 7
AGREEMENT TERM**

This Agreement shall supersede all previous agreements and commence upon execution by the LASD Sheriff and the District.

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 thirty (30) calendar days advance written notice. Any plans for revision shall be submitted to the other party in writing.

In accordance with Education Code section 67381(e), this Agreement shall be reviewed and updated, if necessary, every five years.

**ARTICLE 8
AGREEMENT SIGNATORIES**

**Mount San Antonio Community College
District**



Morris Rodrigue, Vice President,
Administrative Services

Dated: August 19, 2024

**Los Angeles County Sheriff's
Department**



Robert Luna, Sheriff

Dated: 9-26-24

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ATTACHMENT A



Satellite imagery of Mt. San Antonio College with geographic boundaries superimposed in red.