
Appendix J

SDSU City of Brawley MOU

ADMINISTRATIVE AGREEMENT BETWEEN THE SAN DIEGO
STATE UNIVERSITY POLICE DEPARTMENT AND THE
IMPERIAL COUNTY SHERIFF'S DEPARTMENT

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to identify procedures for the San Diego State University Police Department and the Imperial County Sheriff's Department to provide response to incidents occurring on San Diego State University properties. The intent of this document is to identify and affix responsibilities for providing efficient police services for the area contiguous to the San Diego State University Brawley campus, as defined by Education Code 67381.

II. AUTHORITY, JURISDICTION AND DUTIES

The San Diego State University Police Department (UPD) will be the primary reporting and investigating law enforcement agency for all Part 1 violent crimes occurring on the San Diego State University Brawley campus, regardless if the victims/suspects are affiliated with San Diego State University. Except for:

Any homicide, officer-involved shooting, or use of force incident by any officer that results in death, which occurs on the Brawley campus. In the event any incident specified above should occur, UPD shall contact the Imperial County Sheriff's Department. The Imperial County Sheriff's Department shall assume lead responsibility for the investigation, with assistance provided by UPD.

Both agencies will continue to provide mutual aid assistance when requested, as appropriate.

III. INVESTIGATIVE RESPONSIBILITIES

The investigating agency shall be responsible for the release of information regarding any media inquiries. A copy of any media press release will be provided to either the San Diego State University Police Department or the Imperial County Sheriff's Department as appropriate.

Further, each agency assumes responsibility for preparing the appropriate reports for the Bureau of Criminal Statistics and the Uniform Crime Report.

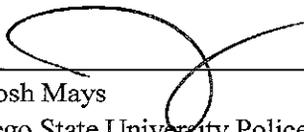
IV. LIABILITY

The San Diego State University Police Department and the Imperial County Sheriff's Department acknowledge that this MOU is by and between independent agencies and is not

intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. For tort liability purposes, neither participating agency shall be considered the agent of the other. Each participating agency shall, to the extent possible under federal and state law, assume financial responsibility for any liabilities arising from the acts or omissions of its own employees' actions pursuant to this MOU.

V. TERM OF AGREEMENT

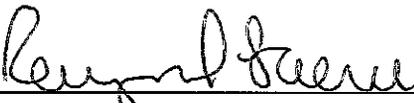
This MOU shall be in effect for five (5) years from July 1, 2019. San Diego State University Police Department and Imperial County Sheriff's Department representatives shall meet and confer at least once every five years, or more frequently if deemed necessary, to review the terms of this MOU. If it is determined that modifications are necessary, such modifications shall be made and appropriately executed by authorized representatives from each agency.



Chief Josh Mays
San Diego State University Police Department

10/21/19

Date



Raymond Loera
Imperial County Sheriff's Department

10-29-19

Date