



ADMINISTRATIVE PROCEDURE

3520

DESERT COMMUNITY COLLEGE DISTRICT

LOCAL LAW ENFORCEMENT

The District, on behalf of each owned campus or center, has a written agreement with the appropriate local law enforcement agency. The agreement clarifies operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The written agreement designates which law enforcement agency has operational responsibility for violent crimes and delineates the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by the Board policy are public records and are made available for inspection by members of the public upon request to the Campus Security Department.

The Campus Security Department maintains a close working relationship with the Riverside County Sheriffs' Department, Indio Police Department, and Palm Springs Police Department. The Campus Security Department occasionally works with other federal, state, and local law enforcement agencies. Meetings may be held between the leaders of these agencies on both a formal and informal basis. The Campus Security Department and applicable law enforcement agencies communicate regularly on the scene of incidents that occur in and around the campus area. When incidents arise that require joint investigative efforts, resources, crime related reports and exchanges of information, the Campus Security Department will work closely with applicable law enforcement agencies. There *is* a written memorandum of understanding between the Campus Security Department and Riverside County Sheriffs' Department and will be with Indio Police Department and Palm Springs Police Department upon the opening of owned campuses within their jurisdiction.

The following procedures apply to campuses at Palm Desert, EVC Mecca/Thermal, EVC Indio and WVC Palm Springs except where specific differences apply to the latter two.

In response to a call at Palm Desert or EVC Mecca/Thermal campuses, the Campus Security Department will take the required action, dispatching an officer or asking the victim to file an incident report. All student-related incident reports received by the Campus Security Department are forwarded to Student Services for review and potential action. The Campus Security Department may investigate a report when it is deemed appropriate.

Crimes should be reported to the Campus Security Department to ensure inclusion in the annual crime statistics and to aid in providing timely warning notices to the community, when appropriate.

At the Palm Desert and EVC Mecca/Thermal campuses, community members, students, faculty, staff, and guests are encouraged to report all crimes and public safety related incidents to the Campus Security Department in a timely manner. To report a crime or an emergency call the Security Department at (760) 341-2111. If Campus Security Department cannot be reached, only then dial 911. To report a non-emergency security or public safety related matter, call the Security Department at (760) 341-2111.

Security officers have the authority to ask persons for identification and to determine whether individuals have lawful business at the District. Safety and Security officers do not possess arrest power. Criminal incidents are referred to the local law enforcement officers who have jurisdiction on the campus. The District maintains a highly professional working relationship with the local law enforcement agencies. All crime victims and witnesses are strongly encouraged to immediately report the crime to the Campus Security Department or in the case of EVC Indio or WVC Palm Springs, to the local police department followed by the Campus Security Department at Palm Desert campus. Prompt reporting will assure timely warning notices on-campus and timely disclosure of crime statistics.

A Professional Counselor is an employee of a District whose official responsibilities include providing psychological counseling to members of the District's community and who is functioning within the scope of his or her license or certification.

Reference: Education Code Section 67381; 34 CFR 668.46

Cabinet Approval: January 31, 2012

Administrator: VP Business Affairs

College Planning Council Approval: February 10, 2012

Board Information: March 16, 2012

League Revision: February 2013

College Planning Council Approval: April 12, 2013

Board Information: May 17, 2013

Next Review: May 2018

**LAW ENFORCEMENT RESPONSIBILITIES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside Sheriff's Department, hereinafter referred to as "Sheriff" or "Palm Desert Police Department", the CITY OF PALM DESERT, a Charter City, and the COLLEGE OF THE DESERT, a college within the Desert Community College District.

PURPOSE:

This Police Services Memorandum of Understanding is written pursuant to, and in compliance with, California Education Code Section 67381. This section outlines 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 Education Code mandates that the governing board of each community college district shall adopt rules requiring each campus to enter into written agreements with local law enforcement agencies that clarify operational responsibilities for investigations of Part 1 violent crimes occurring on each campus. The Education Code also mandates local law enforcement agencies to enter into written agreements with campus law enforcement agencies if there are college or university campuses located in the jurisdictions of local law enforcement agencies. This agreement serves to satisfy Education Code requirements for the College of the Desert, the City of Palm Desert and the Riverside County Sheriff's Department, which provides law enforcement services under contract to the City of Palm Desert.

The College of the Desert, Palm Desert Campus, will not have sworn officers assigned to the campus at this time. However, the college head of security will serve as liaison to the campus community, Sheriff and all security elements working at the campus.

STATEMENT OF SERVICES PROVIDED:

The Palm Desert Police Department, served by the Sheriff's Department, shall continue to serve as the primary law enforcement agency, having principle law enforcement jurisdiction at the Palm Desert campus. All matters concerning crime reporting, especially Part I violent crimes, follow-up investigations, traffic enforcement, etc. shall be managed by the Palm Desert Police Department. In addition, the Palm Desert Police Department is respectfully requested to continue to assist College of the Desert in crime reporting. The Palm Desert Police will continue, as is required by state and federal law, to report criminal statistics in and around college property: example: Jeanne Clery Campus Safety Report. The Palm Desert Police Department has established a crime reporting district of #36Q3 for College of the Desert to facilitate record management. College of the Desert would require a report annually upon request.

NOTICES:

Any notices required or desired to be served by one of these parties upon the others shall be addressed to the respective parties as set forth below:

Riverside County Sheriff's Department
Palm Desert Police Department
73-520 Fred Waring Drive
Palm Desert, California, 92260
ATTN: Captain Dan Wilham

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California, 92260
ATTN: John Wohlmuth, City Manager

College of the Desert
Palm Desert Campus
43-500 Monterey Avenue
Palm Desert, California, 92260
ATTN: Dr. Edwin Deas, Vice President of Business Affairs

or to such other addresses as from time to time may be designated by the respective parties.

ENTIRE AGREEMENT:

This agreement supersedes any prior Memorandum of Understanding between the College of the Desert, the City of Palm Desert and the Riverside County Sheriff's Department. Any modification of this MOU shall be effective only if it is in writing and signed by all parties.

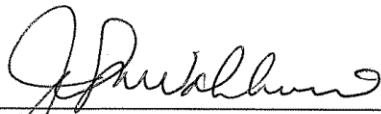
TERM:

The term of this agreement shall remain in effect for a period of five (5) years, or until terminated by either party, after giving written notification 30 days in advance of the intended date of termination.

CITY OF PALM DESERT COST RECOVERY

The annual cost recovery fee implemented by the City of Palm Desert to provide law enforcement responsibilities for College of the Desert shall be \$0.00 for this contract period.


SIGNATURE PAGE



Mr. John M. Wohlmut, City Manager
City Manager
City of Palm Desert



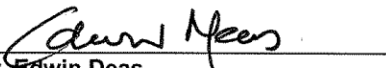
Date



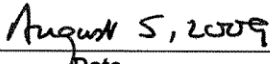
Captain Dan Wilham, Chief of Police
Riverside County Sheriff's Department
Palm Desert Station



Date



Dr. Edwin Deas
Vice President of Business Affairs
College of the Desert (Palm Desert Campus)



Date