

# OPERATIONAL AGREEMENT

between the

## CITY OF BERKELEY POLICE DEPARTMENT

and the

## UNIVERSITY OF CALIFORNIA POLICE DEPARTMENT, BERKELEY

### A. PURPOSE

This Operational Agreement reflects the ongoing cooperative and professional association between the City of Berkeley Police Department (BPD) and the University of California Police Department, Berkeley (UCPD), and establishes guidelines and procedures for the exercise of concurrent policing jurisdiction. The purpose of this association has been, and continues to be, the effective and collaborative provision of public safety services and the mutual promotion of common law enforcement goals in areas of shared jurisdiction and interest. To this end, each agency adopts the jurisdictional protocols and operational procedures described in this document.

### B. LEGAL AUTHORITIES AND JURISDICTION

Sworn officers employed by both agencies have peace officer authority pursuant to California Penal Code §830.1 or §830.2. Additionally, UCPD's primary jurisdiction is described in Education Code §92600. This agreement is not intended to abrogate or exceed the legal authority or jurisdiction of either agency.

Pursuant to the 2003 Jurisdictional Consent agreement of the Alameda County Chiefs of Police and Sheriff's Association, both agencies recognize the ability for police officers from either agency to exercise peace officer powers and to enforce state and local laws at any time within the jurisdiction each agency represents, to the extent allowed by law.

BPD officers do not have the authority to enforce administrative rules established by the University, but they may forward information or reports of such violations to UCPD for investigation and action.

This Operational Agreement is maintained in compliance with Education Code §67381 (The Kristin Smart Campus Safety Act of 1998).

### C. DEFINITIONS

Administrative Responsibility – the duty of an agency to fulfill legal and ethical obligations including organizational oversight and internal discipline.

Geographic Responsibility – a physical location or area where an agency is identified as having operational responsibility.

Operational Responsibility – the duty of an agency to exercise jurisdictional authority as the primary provider or manager of law enforcement and public safety services in a particular area or situation.

D. ADMINISTRATIVE RESPONSIBILITIES

1. Ongoing communication and exchange of reports and statistical data

BPD and UCPD acknowledge the importance of timely, regular communication at all levels, and commit to implement procedures to ensure this continues.

BPD and UCPD will exchange copies of crime reports or reports of significant contacts with possible criminal suspects whenever such reports may be of benefit or interest to the other agency. When appropriate, immediate notification should be made to expedite the sharing of important information.

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request, provide the other with relevant information to facilitate accurate and comprehensive administrative tracking.

BPD and UCPD criminal investigators should confer regularly on any case, or regarding subjects, of mutual interest. The detective commanders from each agency should confer regularly (e.g., quarterly) to review statistical reports and analyze any significant trends. BPD and UCPD supervisory and command staff should confer periodically to ensure high levels of cooperation and coordination between the two agencies.

This Agreement is not intended to in any way restrict the provision of general assistance or the lawful and necessary sharing of information between agencies in the course of normal law enforcement activity, in accordance with industry standards and professional courtesy.

2. Administrative investigations

Each Chief of Police will insure their employee(s) give full cooperation, in all administrative investigations conducted by sworn staff of either department.

Allegations of misconduct arising out of joint police operations will be investigated by the agency against whose employee the allegation is made. Where no specific officers or agency are identified, the investigation will be conducted by the agency having operational responsibility for the joint activity.

E. GEOGRAPHIC RESPONSIBILITIES

Generally, UCPD has geographic responsibility in the buildings and on the grounds of the UC Berkeley campus (see **CAMPUS BOUNDARIES** below), and on the adjacent property occupied by the Lawrence Berkeley National Laboratory (LBNL). In addition, UCPD will have geographic responsibility for all properties and facilities as described in **APPENDIX 1** and **APPENDIX 2**.

Generally, BPD has geographic responsibility for all other areas within the City of Berkeley, including off-campus properties and facilities owned, operated or controlled by

the University, except for those properties and facilities as described in APPENDIX 1 and APPENDIX 2.

Within these respective geographic areas, each agency will be responsible for the prevention of crime, the preservation of peace and order, the enforcement of criminal offenses, and for providing such other police services as the regulations or orders of the respective Departments may require.

Officers of both agencies may provide routine law enforcement services in either area of geographic responsibility as described, but should share information and coordinate efforts with the other agency as appropriate for the situation and as described elsewhere in this document.

## F. OPERATIONAL RESPONSIBILITIES

### 1. Response to public safety emergencies and in-progress crimes

Reports of public safety emergencies or in-progress crimes in UCPD's area of geographic responsibility should immediately be relayed to UCPD if received by BPD.

The agency that receives the first or simultaneous report of a public safety emergency or in-progress crime near the central UC Berkeley campus should respond and take initial action as appropriate for the situation. For purposes of this agreement, "near the central UC Berkeley campus" is roughly the area bounded by Virginia Street on the north, Shattuck Avenue on the west, Dwight Way from Shattuck Avenue to Telegraph Avenue on the southwest, and Derby Street from Telegraph Avenue to Belrose Avenue on the southeast. Reports of public safety emergencies or in-progress crimes outside of this area should immediately be relayed to BPD if received by UCPD.

Regardless of location, an on-duty peace officer of either agency who on-views or discovers a public safety emergency or in-progress crime should take responsibility for the initial response to and/or investigation of the situation. If occurring in the other agency's area of geographic responsibility, the duty to manage the incident shall remain with the initiating officer/agency until officially transferred to the other agency.

### 2. Response to non-emergency incidents and late-reported crimes

The agency that receives the first or simultaneous report of a non-emergency incident or late-reported crime occurring within the other agency's area of geographic responsibility should relay that call or information to the other agency for response.

An on-duty peace officer of either agency who on-views or discovers a non-emergency incident or late-reported crime in the other agency's area of geographic responsibility shall either ensure prompt notification of the other department for response or take appropriate initial action to resolve, investigate and/or document the situation. In the latter case, the handling officer / agency should ensure the other agency is notified of the incident and its resolution, and should forward to the other agency a copy of any arrest, crime or incident report that results.

3. Communication during emergency events of mutual impact

Each agency's communications center should, without unnecessary delay, inform the other of any public safety emergency or in-progress crime to which the staff of that agency is responding, if that situation appears likely to affect or to require the deployment of resources from the other agency. Field supervisors, commanders and communications center staff should continue to share updated information including ongoing actions or plans and should facilitate any necessary communication and coordination between responding field units until the situation is resolved.

4. People's Park

"People's Park" is an open space area defined by the south sidewalk of Haste Street, west sidewalk of Bowditch Street, north sidewalk of Dwight Way, and east property lines of commercial parcels associated with the east side of the 2450 block of Telegraph Avenue, south side of the 2500 block of Haste Street, and north side of the 2500 block of Dwight Way. The People's Park Lease, dated March 1, 1991, made by and between the University and City of Berkeley, expired on March 20, 1996, returning geographic responsibility to UCPD.

Although UCPD has geographic responsibility for People's Park, its location is such that there is significant overlap between the public safety goals and interests of both agencies. BPD officers are encouraged to provide additional presence, initiate law enforcement services, and conduct investigations in People's Park. BPD officers should provide UCPD with sufficient advance notice of planned operations, and should include UCPD personnel whenever possible. BPD records staff should route copies of police reports involving crimes or arrests in People's Park to UCPD.

5. Response to University alarms

UCPD is responsible for any necessary response to facilities or locations in UCPD's area of geographic responsibility (including off-campus properties as described in APPENDIX 1 & APPENDIX 2) that have been equipped with an intrusion alarm or other emergency alert system. If UCPD responds to an alarm or alert and discovers that the source is in fact outside UCPD's geographic and operational responsibility, BPD is responsible for any necessary investigation or follow-up actions.

6. Response to emergency (9-1-1) telephone calls

Emergency (9-1-1) telephone routing should correspond with the division of BPD/UCPD geographic responsibility as described above (section E.), to the extent this is possible.

At an off-campus location where UCPD has partial geographic responsibility, and where 9-1-1 telephone routing cannot be divided more precisely than street address, one agency shall be selected to receive 9-1-1 calls and to route them to the other agency as appropriate, according to the descriptions in APPENDIX 1 and APPENDIX 2.

Regardless of routing status, 9-1-1 calls that require an emergency response should be handled by the receiving agency as described above (section F.1.).

7. Medical or Fire Department response to University property

BPD communications center staff should notify UCPD without delay after dispatching medical or fire personnel to a location in UCPD's area of geographic responsibility, if that call for service did not originate from the UCPD communications center.

8. Special event notifications

The agency with knowledge or information of any large public gathering, demonstration or other group act of civil disobedience, or special event planned on or occurring in their area of geographic responsibility which appears likely to affect or to require the deployment of resources from the other agency should notify the other agency at the soonest practical opportunity.

9. City or University-owned vehicle collisions

If a City of Berkeley or University-owned vehicle is involved in a traffic collision, the agency with geographic responsibility will respond, investigate and document the incident in a manner and format consistent with SWITRS procedures and that agency's report writing policy. However, if the vehicle involved is driven by an on-duty employee of UCPD or BPD in the other agency's area of geographic responsibility and the collision involves injuries or fatalities, either agency may opt to contact the California Highway Patrol for investigation and documentation assistance.

10. Ticketed or paid-admission events

On-duty employees from either agency should not enter the venue of a ticketed or paid-admission event (including sporting events, lectures, concerts and other performances) outside their area of geographic or operational responsibility unless assigned or specifically requested, or in response to an emergency or a criminal investigation in progress. Nothing in this agreement is intended to restrict the ability of an off-duty employee to enter an event venue according to the same procedures as the public.

G. JOINT POLICING OPERATIONS

1. Incident command and control

When operating jointly, the ranking officer of the Department with operational responsibility will have command and control responsibility for the incident, except as described elsewhere in this Agreement or as required by law or policy. However, incident command and control may be shared or transferred by mutual agreement of agency supervisors or managers if doing so is in the interest of public safety or law enforcement effectiveness.

During a joint operation, employees of each agency remain subject to the policies, orders and procedures established by their own Department, and shall not take action(s) that conflict with such policies, orders or procedures. Employees should notify a supervisor without delay if they anticipate or encounter such a conflict.

When responding to an "Officer Needs Help" (11-99) broadcast, the responding agency should act at the direction of the requesting agency, regardless of geography.

When a formal Incident Command Structure has been established, both agencies will participate in the incident response in accordance with standard SEMS/NIMS protocols.

2. Use of outside agency police radio channels

Employees of either department should only utilize the other agency's radio channels to directly coordinate response and share relevant information during emergencies, in-progress crimes and other urgent situations. Non-emergency and routine information should be handled via the communication center or telephone. When broadcasting on the other agency's radio channels, staff should identify themselves by department and badge number.

This provision is not intended to restrict other approved and appropriate shared use of police department or common radio channels by employees of either agency.

3. Telegraph Avenue patrol / South campus patrol

By mutual agreement on December 4, 1969, the Berkeley City Council and the University of California authorized funds for a joint UCPD/BPD Patrol in the area south of the central UC Berkeley campus, intended as a cooperative venture to reduce the high incidence of serious crime and disorder. Over the years this program evolved into Telegraph Avenue Patrol (TAP), consisting of officers from both agencies working together, exclusively dedicated to patrolling the south campus using a variety of directed patrol techniques and problem-solving methods.

TAP officers are expected to embrace the community involved policing concept, and are responsible for identifying problems and using outreach and innovation to solve them.

As staffing allows, BPD and UCPD should each designate up to four dedicated TAP officers with hours of work coordinated to meet the needs of the assignment. The primary focus of TAP should be the area bounded by Bancroft Avenue on the north, Derby Street and Willard Park on the south, Fulton Street on the west, and Warring Street on the east. In addition to their regular duties, TAP officers will patrol People's Park on a daily basis and handle calls for service there.

4. Memorial Stadium events

During football games and other large events held at Memorial Stadium, UCPD will be responsible for law enforcement and public safety services on University property inside and near the stadium. Upon request of UCPD, BPD will provide traffic, pedestrian and parking control services in support of football games and other large events at Memorial Stadium. In general, BPD will operate in areas exterior of University property, and specifically, outside of the fence-enclosed boundaries of Memorial Stadium. The particular scope of services will conform to the nature of the event and collaborative pre-event planning determinations.

In a letter to the City of Berkeley Council dated November 17, 1922 (ref. APPENDIX 3), the University affirmed its interest in cooperation regarding the management of vehicular and pedestrian traffic associated with events occurring at Memorial Stadium, and acknowledged responsibility for costs related to BPD personnel assigned and assisting with management of such an event. BPD is responsible for maintaining a detailed account of BPD personnel assigned to, and their time spent in support of, joint operations at University/Memorial Stadium events.

5. Joint crowd management activity

Each Department is responsible for response to crowd situations occurring within their respective areas of geographic responsibility. Both Departments should provide their officers with crowd management and control training of similar content and philosophy to the Alameda County standard, so to facilitate effective joint operations.

Each Department will maintain close communications with the other regarding crowd situations likely to require a police response from both Departments. Where there is advance knowledge of a potential crowd situation likely to require a joint agency response, representatives from each Department will be designated to act as liaisons.

The senior ranking officer of the agency having geographic responsibility at the scene of any crowd situation shall have overall responsibility for police action. It is expected that, whenever possible, the senior ranking officer from the lead agency will consult with the senior ranking officer from the other agency before any joint action is taken.

Where individual or organizational sponsors of events are known in advance, the lead agency will attempt to contact and work with crowd/event leaders to identify and resolve potential problems.

6. Explosive ordinance investigation and disposal

BPD and UCPD will both provide explosive ordinance investigation and disposal expertise and assistance to the other agency, as available and requested.

When a suspected explosive device is reported to either agency, the Communication Center of the agency having operational responsibility should handle the report according to department policy and procedures, and notify their Explosive Ordinance Disposal technician(s) if appropriate. Responding technicians will make a cursory examination of the device and decide if the situation requires additional technicians to resolve. If requested by the initially responding technicians, that agency's Communication Center should relay a request for assistance to the other agency. The initially responding technicians shall remain in charge of rendering safe and disposal of the suspected device unless relieved of this duty by a Commanding Officer of their Department.

Should EOD technicians from the agency having operational responsibility be unavailable for an initial response to a suspected device, that agency may request an initial response from the other agency's technicians. Under these circumstances, technicians from the responding agency shall remain in charge of rendering safe and

disposal of the suspected device unless relieved of this duty by a Commanding Officer of either Department.

When operating jointly, BPD and UCPD technicians shall share access to and use of all EOD equipment and material as may be at their disposal.

When operating jointly, each department shall be responsible for the compensation, welfare and care of their respective technicians. Neither Department shall charge the other for responding and providing assistance or for the costs of normal materials and supplies.

**Should BPD Bomb Technicians need to conduct an emergency transport and counter charge operation on a suspected explosive device, they will be allowed to transport and conduct disposal operations at the University of California's Russell Research Center at 2947 Happy Valley Road in Lafayette. Per this agreement the University of California Police Department will dispatch a UCPD EOD Technician to the Russell Research Center to provide access to BPD Bomb Technicians.**

Notifications prior to transport will be as follows:

- **BPD shall contact UCPD Communications for access to the Russell Research Center.**
- **BPD will be responsible for notifications to Transportation Management Center (TMC) at (510)286-6923 for CalTrans/CHP if required.**
- **BPD will be responsible for all LE jurisdiction notifications for transport route.**
- **UCPD will be responsible to notify the Russell Research Center point of contact of the disposal activity in accordance with UCPD General Order O-3.**
- **UCPD will be responsible to notify the staff at the UC Observatory at the Russell Research Center of the disposal activity in accordance with UCPD General Order O-3.**
- **UCPD will be responsible to contact Contra Costa County Sheriff's Office prior to any disposal activity and request Contra Costa County Consolidated Fire District to dispatch a fire unit to the Russell Research Center for a fire stand-by in accordance with UCPD General Order O-3. \*\***

## 7. Tactical operations

BPD and UCPD will both provide tactical operations team expertise and assistance to the other agency, as available and requested.



As time and resources permit, BPD's Barricaded Subject Hostage Negotiation Team (BSHNT) and UCPD's Negotiation and Entry Team (NET) should conduct mutual training, including the exchange of instructors as needed.

Should an incident within the area of operational responsibility of one Department result in the activation of that agency's tactical response team, and it is determined by that agency's command personnel that special operations assistance is needed from the other agency, a request will be made through the assisting agency's on-duty Watch Commander. The assisting agency will direct their tactical response team to the location indicated and will provide necessary assistance to the requesting agency.

During a joint operation, command and control of the critical incident will remain with the agency having operational responsibility, unless otherwise decided by mutual agreement of agency command personnel.

When operating jointly, BSHNT and NET shall share access to and use of all special operations equipment and material as may be at their disposal.

When operating jointly, each department shall be responsible for the compensation, welfare and care of their respective special operations team members. Neither Department shall charge the other for responding and providing assistance or for the costs of normal equipment and supplies.

#### H. PRISONER BOOKING AND HOUSING

In a letter from UCPD to BPD dated December 13, 1994 (ref. APPENDIX 4), both agencies entered into a services agreement regarding booking and housing UCPD prisoners in the Berkeley City Jail, according to the applicable fee schedule established by the Berkeley City Council (most recently updated in Resolution No. 62,066 dated May 20, 2003, ref. APPENDIX 5). Refer to the appendices for details.

I. OPERATIONAL/JURISDICTIONAL CONFLICT, RESOLUTION

If during the course of field activity a dispute arises between the agencies regarding administrative, geographic or operational responsibility, and it cannot be resolved by referring to the terms of this agreement, the agency with initial responsibility for the situation shall retain that responsibility. The other agency should provide reasonable cooperation and resources in support of the situation, consistent with its other policing priorities and constraints. The agency with responsibility for the situation should accommodate a request from the other agency to conduct a parallel or joint response and/or criminal investigation.

As soon as necessary, or within five (5) business days, involved personnel from each agency should communicate the issue(s) in dispute to their respective Chief of Police. At the earliest opportunity following notification, BPD and UCPD Chiefs of Police or their designated representatives shall review the disputed case to clarify responsibility for similar situations in the future.

J. CENTRAL CAMPUS BOUNDARIES

The University central campus boundaries described below are intended to be the actual boundaries for the purpose of determining geographic responsibility between BPD and UCPD on a daily basis. To facilitate identification, these boundaries are described using physical lines of demarcation (such as sidewalks, fences and curb lines) in place of precise geographic measurements.

North & east from Hearst Avenue and Highland Place	UC fence lines
Hearst Avenue south side, west from the extended east curb line of Highland Place to the east side of Gayley Road*	South curb line
<i>*BPD shall have geographic responsibility north of the extended south edge of the south sidewalk through the intersection of Hearst Avenue/Gayley Road.</i>	
Hearst Avenue south side, west from the west side of Gayley Road to the east end of the fence at 2468 Hearst Avenue (north border of University House)	South edge of sidewalk.
Hearst Avenue south side, west from the east end of the fence at 2468 Hearst Avenue (north border of University House) to 2400 Hearst Avenue	UC fence line
Hearst Avenue south side, west from the 2400 Hearst Avenue to the northwest corner of the east wing of Tolman Hall, at the line extended from sidewalk drain to curb	South curb line

Hearst Avenue south side, west from the northwest corner of east wing of Tolman Hall at the line extended from sidewalk drain to curb, to the west side of MacFarlane Lane.	Ten (10) feet south of south curb line
Hearst Avenue south side, west from the west side of MacFarlane Lane to Oxford Street.	South edge of south sidewalk
Oxford and Fulton Streets east side, south from Hearst Avenue to Bancroft Way	East edge of east sidewalk
Bancroft Way north side, east from Fulton Street to the west side of Piedmont Avenue.	North edge of north sidewalk*
<i>*Where the edge or extension of the sidewalk is not clearly defined, ten (10) feet north of the north curb line.</i>	
Piedmont Avenue west side, north from Bancroft Way to the south line of the crosswalk north of 2220 Piedmont Avenue.	West edge of west sidewalk
South edge of the south painted line of the crosswalk north of 2220 Piedmont Avenue, from Piedmont Avenue west side to Piedmont Avenue east side.	South line of crosswalk
Piedmont Avenue east side, south from the south line of the crosswalk north of 2220 Piedmont Avenue to the north side of Bancroft Way (at southwest corner of International House).	East edge of east sidewalk
Bancroft Way north side, east from Piedmont Avenue to the east side of Warring Street at the west property line of 2833 Bancroft Steps.	North edge of north sidewalk
West property line of 2833 Bancroft Steps, north from Warring Street at Bancroft Steps and along the west and then north property line of 2250 Prospect Street.*	Private property line
<i>*BPD has geographic responsibility for 2833 Bancroft Steps and 2250 Prospect Street.</i>	
Prospect Street west side, south from the extended north property line of 2250 Prospect Street to the extension of the north curb of Bancroft Way.	West curb line
Extension of & north curb of Bancroft Way, east from the west curb line of Prospect Street to Canyon Road	North curb line

West curb of Canyon Road, north from Bancroft Way to Stadium Rimway	West curb line
Extension of the north side of Canyon Road across Stadium Rimway and the north side of Canyon Road east from Stadium Rimway to the extended east property line of 55 Canyon Road.	UC property line
East end of Canyon Road	UC property line

K. CLARK KERR CAMPUS / SMYTH-FERNWALD HOUSING BOUNDARIES

The Clark Kerr Campus is the property south of Dwight Way, east of Warring Street and north of Derby Street (excluding 2951 Derby Street (Redwood Gardens senior residential facility))	Stone perimeter wall and extension thereof at points of vehicle and pedestrian access
Smyth/Fernwald Student Housing is the property east of Hillside Avenue (south of 2425 Hillside Avenue) and north of Dwight Way	Stone retaining wall, or ten (10) feet east of the east curb line (Hillside Ave.); North edge of north sidewalk (Dwight Way)
*BPD has geographic responsibility for the private homes and properties located on Dwight Way east of Fernwald Road.	

L. HISTORY & AMENDMENTS

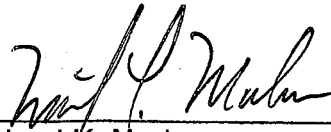
This is the 20<sup>th</sup> revision of a written jurisdictional agreement first established May 1, 1958 between the City of Berkeley Police Department and the University of California Police Department.

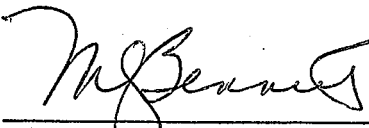
This agreement will be reviewed and amended regularly and as needed to better serve the ever-changing needs of the City and the University.

APPENDIX 1, 2 and 4 may be revised more frequently by mutual agreement of the Chiefs of Police and such changes do not require re-issuance of the full operational agreement.

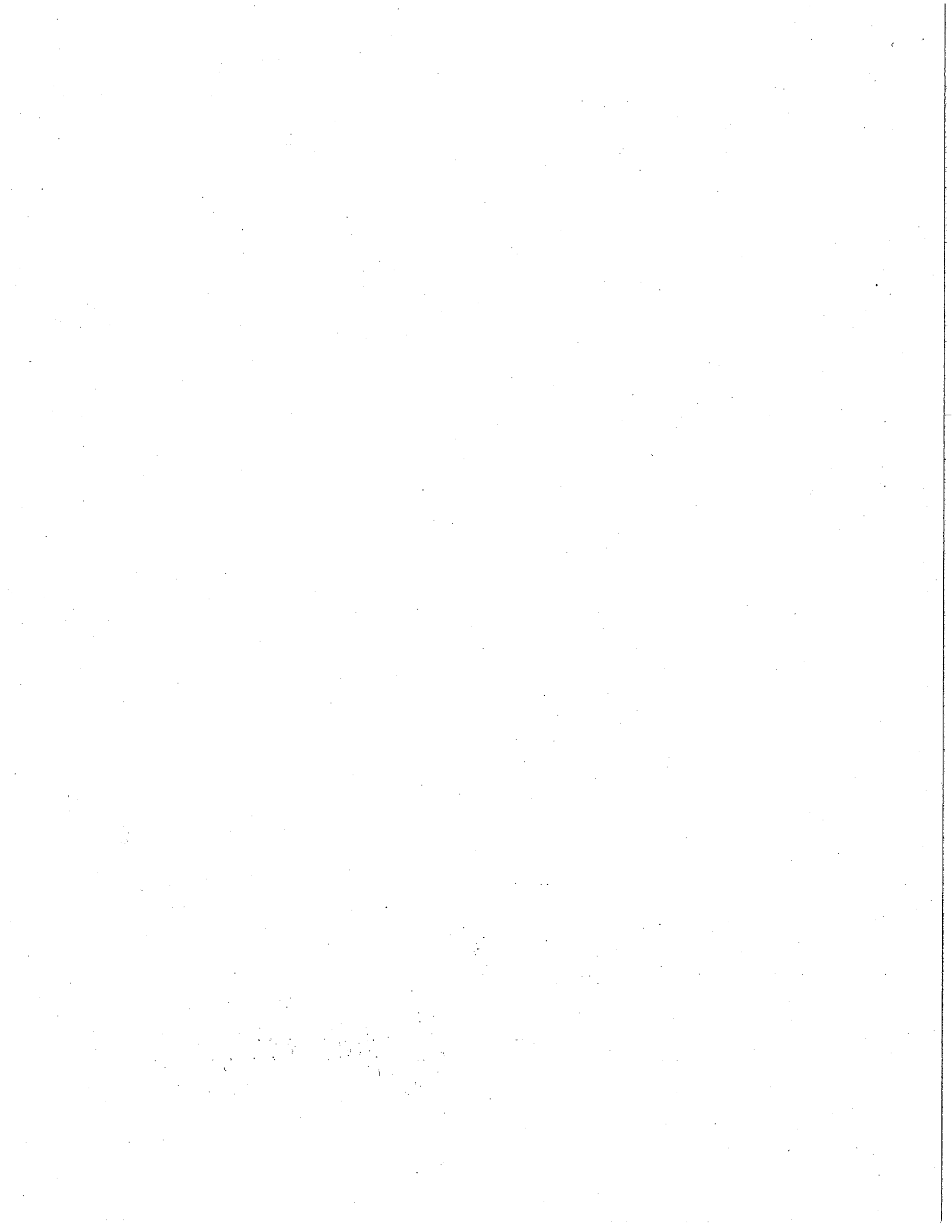
M. AUTHORIZATION OF AGREEMENT

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated. It will remain in effect until amended, revised, or terminated by mutual agreement.

  
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Michael K. Meehan (date) 4/24/2014  
Chief of Police  
Berkeley Police Department

  
\_\_\_\_\_  
Margo Bennett (date) 4/24/2014  
Chief of Police  
University of California Police Department

cc: Original #1, Berkeley Police Department  
Original #2, University of California Police Department



**ADDENDUM  
To  
OPERATIONAL AGREEMENT  
between the  
CITY OF BERKELEY POLICE DEPARTMENT  
and the  
UNIVERSITY OF CALIFORNIA POLICE DEPARTMENT, BERKELEY**

**A. PURPOSE**

The purpose of this addendum is to meet the statutory requirements established by AB 1433 (Gatto, 2014), requiring covered institutions to adopt and implement written policies and procedures to ensure that reports of Part 1 violent crimes, hate crimes, or sexual assaults are immediately, or as soon as practicably possible, disclosed to local law enforcement.

It is further the purpose of this addendum to promote collaboration between the City of Berkeley Police Department (BPD) and the University of California Police Department, Berkeley (UCPD) to enhance the reporting, investigation, and appropriate response to sexual assault and other covered crimes.

**B. REPORTING OBLIGATIONS**

UCPD and BPD agree to the following procedures through which each department will transmit reports it receives to the other. These reports shall comply with the confidentiality requirements described in Section D below, and shall not identify the victim or the alleged assailant unless the victim has consented to being identified.

**1. UCPD Reports to BPD**

UCPD will report immediately or as soon as practicably possible to BPD all reports received by a Campus Security Authority of any Part 1 violent crime, sexual assault, or hate crime, committed on or off campus. This includes reports victims make directly to Campus Security Authorities (CSAs) as well as reports victims make to other Campus employees that are then conveyed to the CSAs. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to BPD will be documented in UCPD records. In addition, UCPD will maintain a public crime log documenting the "nature, date, time, and general location of each crime" and its disposition, if known. The log should be accessible to the public during normal business hours.

## 2. BPD Reports to UCPD

Pursuant to the Clery Act, UCPD must report aggregate data concerning certain enumerated crimes. To enable UCPD to fulfill this requirement, BPD shall provide statistics on at least an annual basis to UCPD on all crimes listed in 20 U.S.C. § 1092(f)(1)(F) for which BPD acted as a first responder or had geographic responsibility.

BPD will promptly notify UCPD when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, or hate crime that occurs within BPD's jurisdiction, and/or when BPD acts as first responder to an incident. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to UCPD will be documented in BPD incident reports.

BPD will promptly notify UCPD if it has referred the incident to the Alameda County District Attorney (ACDA) for charges to be filed, and of any charging decisions made by ACDA.

### C. CLERY WARNINGS

The Clery Act requires UCPD to issue timely warnings for Clery crimes on- and off-campus that pose a serious or continuing threat to students and employees and emergency notifications for a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees on campus.

To facilitate the issuance of Clery Act-required timely warnings and emergency notifications, UCPD and BPD agree to coordinate the sharing of information as described above. BPD acknowledges that UCPD need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is UCPD required to seek preclearance of the content of any warning/notification. However, UCPD will inform BPD about such warnings as soon as practicable.

### D. CONFIDENTIALITY REQUIREMENTS

UCPD and BPD will comply with applicable law and guidance regarding anonymous and confidential reporting of sexual violence, including when, how, and what information can or must be disclosed to each other.

UCPD and BPD agree that if a victim requests confidentiality regarding a reportable incident, each department will take all reasonable steps to comply with the victim's request or inform the victim when the department cannot ensure confidentiality. Neither department will disclose the




name of the victim to the other unless the victim provides consent to being identified after being informed of their right to have identifying information withheld.

UCPD and BPD agree to inform the victim that they can agree to engage with law enforcement and participate in the investigation and prosecution using a pseudonym (*i.e.*, Jane or John Doe) instead of their legal name. In that case, the name of the alleged perpetrator may be disclosed to other law enforcement (if known) while protecting the identity of the victim from public disclosure.

E. COLLABORATION ON CAMPUS COMMUNITY TRAINING

UCPD and BPD agree to collaborate to provide outreach and training for the campus community about the awareness, prevention, intervention, investigation, and response to sexual assaults and other crimes of violence and to work with community or campus-based resources and experts, including victim advocates, to provide these programs.

  
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Michael K. Meehan (date)  
Chief of Police  
Berkeley Police Department

  
\_\_\_\_\_  
July 1, 2015 (date)  
Margo Bennett  
Chief of Police  
University of California Police Department