

BPD MOU's for the PRC

Below is a list of the BPD agreements which were added or updated after December 1st, 2017:

New Agreement

- PP.
2-8
- 9-18
- 19-27
- 1.18 Alameda County Sexual Assault Felony Enforcement (SAFE) Task Force - The Task Force's mission is to reduce violent sexual crimes in Alameda County through proactive enforcement focused on predatory sex offenders. The agreement allows members of the Berkeley Police Department to assist the task force as needed, often in the form of attending monthly meetings.
 - 1.21 Automated Regional Information Exchange System (ARIES) - The Contra Costa County Office of the Sheriff maintains the ARIES database. The information within the database is from the records management systems of surrounding agencies, such as Contra Costa and Solano Counties. It includes booking photos, dates of birth, addresses, phone numbers, vehicle information, charges, jail information and outstanding warrant information. The Berkeley Police Department obtains data from ARIES as a law enforcement tool. The Berkeley Police Department does not provide ARIES with information from its own records management system and won't in the future. The agreement was originally signed by former Chief Meehan in 2015. The agreement was misfiled and located only recently.
 - 3.12 NCRIC MOU - The MOU explains the working relationship between BPD and NCRIC. The MOU was drafted to conform to the City Council's NCRIC MOU outline from July 23, 2018.

No change to the agreement, but the date and signature have been updated:

- 28-29
30-32
- 1.14 Alameda County DA's Office - Domestic Violence
 - 4.1 Child Abuse Listening, Interviewing and Coordination (CALICO)

Minor changes to the agreement:

- 33-104
- 105-108
- 1.2 Alameda County Chiefs of Police and Sheriff's Association (ACCOPSA) has provided the most recent versions of their policies.
 - 1.7 Bay Area Rapid Transit (BART) has added minor content which is underlined in the agreement.

Rescinded / Removed

- 110
- 3.4 Department of Homeland Security - US Immigration and Customs Enforcement (ICE)
- This agreement has been removed per City Council direction on September 13, 2018.

CITY COUNCIL REVIEW / APPROVAL BINDER

**BERKELEY POLICE DEPARTMENT
AGREEMENTS, LETTERS AND UNDERSTANDINGS RE
MUTUAL AID, INFORMATION SHARING AND COOPERATION
WITH OTHER LAW ENFORCEMENT, MILITARY ENTITIES, AND
PRIVATE SECURITY ORGANIZATIONS
(Berkeley Municipal Code §2.04)**

Item #	1.18
Title:	LOCAL: ALAMEDA COUNTY SEXUAL ASSAULT FELONY ENFORCEMENT (SAFE) TASK FORCE
Type:	Written agreement
Approvals:	Initial/Current: NEW
Summary:	The mission of the SAFE Task Force is to reduce violent sexual crimes in Alameda County through proactive enforcement focused on predatory sex offenders. The SAFE Task Force actively pursues individuals who are characterized as sexual predators through the California DOJ and identified by the SAFE Task Force crime analyst. The SAFE Task Force includes jurisdictions in Alameda County regardless of whether an agency is participating in the task force or not.
Rationale:	The Berkeley Police Department is committed to the investigation of sexual assaults and the prosecution of sexual assault offenders. Cooperation with the SAFE Task Force ensures the best opportunity for successful prosecution of offenders and may lead to a reduction in sexual assaults in Berkeley.
Cost:	If approved: Specific costs would be neutral in the short term. The costs of the investigation of sexual assaults are managed within the BPD budget. If not approved: Specific costs would be neutral in the short term, but could result in higher costs associated with an increase in sexual assault victims.
Recommendation:	Approval



**MEMORANDUM OF UNDERSTANDING
2018-2019**

**ARTICLE: I
NAME**

The name of this organization shall be the ALAMEDA COUNTY SEXUAL ASSAULT FELONY ENFORCEMENT TASK FORCE (SAFE).

MISSION STATEMENT

The mission of the SAFE Task Force is to reduce violent sexual crimes in Alameda County through proactive enforcement focused on predatory sex offenders. The SAFE Task Force actively pursues individuals who are characterized as sexual predators through the California Department of Justice and identified by the SAFE Task Force crime analyst. The SAFE Task Force includes jurisdictions in Alameda County regardless of whether an agency is participating in the task force or not.

**ARTICLE: II
PURPOSE**

- A. The purposes of this task force are:
1. Establish an Alameda County SAFE Task Force composed of personnel from municipal, county and state law enforcement officers to conduct proactive enforcement that targets predatory sex offenders as identified by the California Department of Justice.
 2. Enhance the lines of formal and informal communications between the agencies participating in the task force.
 3. Monitor the activities of known sexual predators through records research and short term surveillance.
 4. Ensure that registered sex offenders are in compliance with current laws and parole/probation restrictions as applicable.

ARTICLE: III

EXECUTIVE POLICY COMMITTEE

An Executive Policy Committee will direct the affairs of this task force. The Officers of this Committee will be the Alameda County Sheriff; the Alameda County District Attorney; the Chief Probation Officer of Alameda County; the President or designate of the Alameda County Chiefs of Police and Sheriffs Association; the Director of the California Department of Corrections and Rehabilitation, Division of Adult Parole Operations; the Police Chiefs of: Oakland, Hayward and Berkeley Police Departments.

The Executive Policy Committee shall meet on the third Friday of each month.

ARTICLE: IV ORGANIZATION

A. Executive Policy Committee

As listed in ARTICLE: III

B. Supervisor/Task Force Supervisor

An Inspector III from the Alameda County District Attorney's Office, or a Sergeant from an agency participating in the SAFE Task Force will supervise the day-to-day operations of the SAFE Task Force. Selection of this Task Force Supervisor is the responsibility of the Executive Policy Committee.

C. Members

SAFE Task Force members will be from the law enforcement agencies listed in ARTICLE: III and assigned on a full or part-time basis, at the discretion of the departmental head of each agency.

D. Prosecution Staff

The Alameda County District Attorney's Office will assign prosecution liaison(s), as needed, to work with SAFE Task Force members. These prosecutors will provide legal support for the task force.

E. Crime Analyst/Clerical Support

The Executive Policy Committee shall determine who will provide staffing for the position of Crime Analyst/Clerical Support for the task force.

**ARTICLE: V
FISCAL PROCEDURES**

A. Payroll

Each participating agency will be responsible for the full salary and task force related overtime payment of personnel assigned to the SAFE Task Force. Such salary shall be deemed to be full salary and payable to such assigned personnel on duty with the SAFE Task Force. Each participating agency member shall get prior approval from the member's individual agency for any overtime.

**ARTICLE: VI
STANDARD OPERATING PROCEDURES**

All SAFE Task Force members shall abide by the standard operating procedures (SOP), which shall be prepared by the Task Force Supervisor. The completed SOP will be subject to review and approval by the Executive Policy Committee. The SOP shall specify policies and procedures for the SAFE Task Force. These policies and procedures shall include, but not be limited to the following specified articles:

- A. In any situation where there is a conflict between policies and procedures of the SAFE Task Force and any participating agency, the task force member shall abide by the most restrictive directives.
- B. The investigation of officer involved shootings and vehicle accidents shall be handled by the agency of jurisdiction in which the incident occurs.

Nothing precludes further investigation or concurrent investigation by the task force member's respective agency.
- C. The SAFE Task Force will conduct preliminary investigations of on-view cases observed by task force members. Any further investigation or leads to other types of criminal activity will be the responsibility of the agency of jurisdiction.
- D. Evaluations of SAFE Task Force members shall be handled jointly by the Task Force Supervisor and the member's individual agency. OPD will complete their ratings with input from the SAFE Task Force Supervisor.
- E. The release of media information regarding SAFE Task Force operations will be coordinated through the Task Force Supervisor.

- F. The SAFE Task Force Supervisor will be responsible for implementing a monthly reporting system of task force activities and accomplishments. The monthly reports will be distributed at the monthly Executive Policy Committee meetings and will be used to generate a year-end report.
- G. Complaints against SAFE Task Force members will be evaluated, and if applicable, forwarded to the individual agency for investigation. Disciplinary action will be recommended and approved solely by the concerned agency.
- 1. In the case of a complaint against an Oakland Police Officer, Oakland Police Department Internal Affairs Division shall be notified immediately by the SAFE Task Force Supervisor.

Participating agencies must immediately notify the Task Force Supervisor of any complaints filed against a task force member while he/she is assigned to the SAFE Task Force. The Task Force Supervisor and a representative from the concerned agency will determine if re-assignment of the involved member is necessary pending the outcome of the investigation.

ARTICLE: VII EQUIPMENT

A. Responsibility

Participating agencies that provide equipment to the SAFE Task Force will have those items returned to them upon leaving the task force.

Equipment purchased by special funds/grants will become the property of the Alameda County Sheriff's Office upon closing of the task force.

B. Vehicles

Participating agencies are requested to provide task force members with a covert vehicle. It shall be the responsibility of each respective agency to provide the fuel and maintenance for the vehicle. Task force members may, with the approval of their agency head or his/her designee, use their assigned vehicle to travel to and from their residence and their current assignment at the SAFE Task Force.

C. Other Equipment

Participating agencies are requested to provide task force members with a cellular telephone. It shall be the responsibility of each respective agency to monitor resulting cellular phone usage by task force members for misuse.

**ARTICLE: VIII
LIABILITY**

For the purpose of indemnification, each participating agency of the Alameda County SAFE Task Force shall be responsible for the acts of its participating personnel and shall incur any liabilities arising out of the services and activities of those personnel while participating in SAFE Task Force operations. Personnel assigned to the SAFE Task Force shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as a peace officer in their own jurisdiction.

Each participating agency agrees to defend, indemnify and hold harmless any other parties to this agreement to the extent that any liability is imposed on the participating agency due to the acts or omissions of the agencies employee. In addition, any participating agency shall be liable for any workman's compensation or similar benefit extended to its employees.

**ARTICLE: IX
AMENDMENTS TO THE MOU**

The Executive Policy Committee may amend any Article of this MOU by a two-thirds (2/3) vote of the quorum. In the absence of a quorum and the occurrence of an exigent circumstance, the Task Force Supervisor may direct any necessary action.

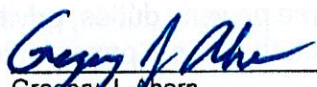
**ARTICLE: X
TERM OF AGREEMENT**

It is agreed that this Memorandum of Understanding will be in force from the date of the last agency signing this document, and continue from July 1st to June 30th of each year thereafter. The portion of the MOU relating to a specific agency may be terminated at any time by a participating agency, upon thirty (30) days advanced written notice of termination to the Executive Policy Committee. An agency's termination of their involvement in the task force will not negate the continuing agencies participation and agreement under the existing MOU.



**PARTICIPATING AGENCY OPERATIONAL MANUAL
MEMORANDUM OF UNDERSTANDING**

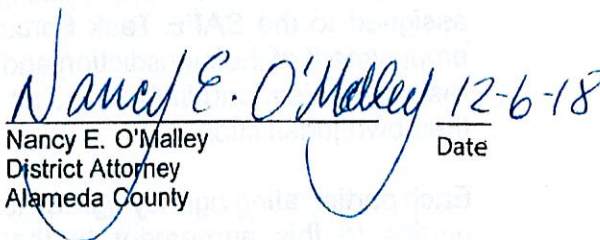
This document stands as evidence that the following agencies intend to participate in the Alameda County SAFE Task force and agree to the terms and conditions specified in the attached Memorandum of Understanding, and by their duly authorized officials, have executed this agreement on the respective dates listed below.



Gregory J. Ahern
Sheriff-Coroner
Alameda County

12/6/18

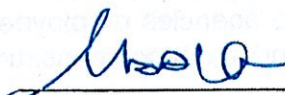
Date



Nancy E. O'Malley
District Attorney
Alameda County

12-6-18

Date



Mark Koller
Chief of Police
Hayward Police Department

12/4/18

Date



Anne Kirkpatrick
Chief of Police
Oakland Police Department

Date



Andrew Greenwood
Chief of Police
Berkeley Police Department

11/2/18

Date

CITY COUNCIL REVIEW/APPROVAL BINDER

**BERKELEY POLICE DEPARTMENT
 AGREEMENTS, LETTERS AND UNDERSTANDINGS RE
 MUTUAL AID, INFORMATION SHARING AND COOPERATION
 WITH OTHER LAW ENFORCEMENT, MILITARY ENTITIES, AND
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 (Berkeley Municipal Code §2.04)**

Item #	1.21
Title:	LOCAL: AUTOMATED REGIONAL INFORMATION EXCHANGE SYSTEM (ARIES)
Type:	Written Agreement
Approvals:	Initial: NEW
Summary:	<p>The Contra Costa County Office of the Sheriff maintains the Automated Regional Information Exchange System ("ARIES") database. The information in the ARIES database is data from the dispatch and records management systems of Contra Costa County and surrounding counties and cities. The information includes booking photos, dates of birth, addresses, phone numbers, vehicle information, charges, jail information, and outstanding warrants.</p> <p>Berkeley PD has access to the information contained in the ARIES database, however it does not contribute information to the database. To be clear, information contained in BPD's Records Management System, is not uploaded into or shared with ARIES.</p>
Rationale:	BPD's access to the ARIES database promotes public safety and serves the law enforcement mission. The database is a valuable tool in crime prevention and essential for the successful investigation and prosecution of criminal acts.
Cost:	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public and employee safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
Recommendation:	Approval

Memorandum of Understanding

Automated Regional Information Exchange System (ARIES) Database Use Agreement

This Memorandum of Understanding (MOU) is entered into by and between Contra Costa County, through its Office of the Sheriff, and the law enforcement agencies that are the signatories to this MOU.

RECITALS

A. The Contra Costa County Office of the Sheriff maintains the Automated Regional Information Exchange System ("ARIES") database. The information in the ARIES database is data from the dispatch and records management systems of Contra Costa County and surrounding counties and cities. The information includes mug shots, dates of birth, addresses, phone numbers, vehicle information, charges, jail information, and outstanding warrants.

B. The purpose of this MOU is to specify how information in the ARIES database will be shared and used by the law enforcement agencies that are the parties to this MOU (each, an "Agency").

NOW, THEREFORE, the parties agree as follows:

Section 1. SOURCE AND STATUS OF DATA

1.1 The ARIES database relies on a cooperative partnership of law enforcement agencies to provide records and other data from certain data systems under their control. Each Agency agrees to share their identified data with the other parties to this MOU. Each Agency participating in the ARIES database does so under its own individual legal status. The ARIES database is not intended to, and shall not be deemed to have, independent legal status.

1.2 The ARIES database is populated with data derived from each Agency's own records. Each Agency retains sole responsibility for the information it enters into the ARIES database, and may update, correct, or delete any of its information at any time. Each entry into the ARIES database will be clearly marked to identify the Agency that contributed the entry.

1.3 Each Agency will submit data, including any updates or changes to the original submission, on at least a monthly basis.

1.4 Each Agency is responsible for ensuring that sealed or expunged records are updated as such within the ARIES database.

1.5 Each Agency has the sole responsibility and accountability for ensuring that information entered into the ARIES database does not violate federal, state, or local laws.

1.6 Each Agency agrees to permit all data stored in the ARIES database to be exportable in a NIEM/LEXS-compliant format for the purpose of sharing data with other Agencies.

Section 2. USE AND DISSEMINATION OF DATA

2.1 An Agency user may access data in the ARIES database only for a legitimate, official, criminal justice purpose. Each Agency user will have an assigned user account and must sign and complete an ARIES Database User Form.

2.2 Each Agency acknowledges that the data maintained in the ARIES database consists of information that may or may not be accurate. It is the responsibility of the person or entity requesting or using data contained in the ARIES database to confirm the accuracy of the information with the Agency that contributed the information before taking any enforcement-related action.

2.3 Information in the ARIES database may be released to an entity that is not a party to this MOU only if the Agency that contributed the information to the ARIES database consents in writing to the release of the information and the entity that receives the information signs an ARIES User Agreement, except as otherwise provided in Section 2.4.

2.4 Each Agency recognizes and acknowledges that it is required to respond to Public Records Act requests, subpoenas, and court orders (collectively, "Legal Requests"). If an Agency receives a Legal Request for information that it possesses but did not originate, the Agency will respond to the Legal Request and immediately provide a copy of the Legal Request to the Agency that originated the information, if known. No Agency shall be liable to any other Agency under this MOU for disclosing information in its possession pursuant to a Legal Request.

2.5 By participating in this MOU, an Agency does not waive any exemption from public disclosure under the Public Records Act that applies to any data submitted to the ARIES database pursuant to Government Code section 6254.5(e).

Section 3. SECURITY

3.1 Each Agency is responsible for designating employees who will have access to the ARIES database and agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information.

3.2 Each Agency will designate an ARIES Administrator within its own organization. The ARIES Administrator will be authorized to add and delete users from the ARIES database. Each Agency is responsible for terminating user access to ARIES when a user no longer requires access to ARIES, no longer is permitted access to ARIES, or has separated from the Agency. Each user is required to sign an ARIES User Agreement.

3.3 Each Agency is responsible for training employees who are authorized to access ARIES regarding the use and dissemination of information obtained from the ARIES database.

3.4 The ARIES database has an audit capability that logs user activity. Each Agency will designate a person who will have access to that Agency's portion of the audit log.

Section 4. COSTS

ARIES Memorandum of Understanding (MOU)

4.1 Each Agency's operational costs, such as internet connectivity fees and hardware to access the ARIES database, are the responsibility of that Agency. Each Agency is also required to provide, at its cost, internal resources to administer system access and coordinate training.

4.2 Annual payments for participating in the ARIES database are specified in a separate cost agreement.

Section 5. EMPLOYEES

5.1 No person assigned by an Agency to perform functions related to the ARIES database shall be considered an employee of Contra Costa County or of any other Agency for any purpose. The assigning Agency remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assigning its personnel to ARIES database functions.

Section 6. REMEDIES

6.1 Termination.

6.1.1 Mutual Termination. This MOU may be terminated immediately by written agreement of all Agencies that are signatories to this MOU.

6.1.2 Termination by Contra Costa County. Contra Costa County may terminate this MOU upon 180 days prior written notice to all Agencies that are signatories to this MOU.

6.1.3 Agency Withdrawal. An Agency may withdraw from this MOU upon 180 days prior written notice to the Contra Costa County Office of the Sheriff.

6.1.4 Non-Compliance. If an Agency fails to comply with this MOU, or any related rules or policies that the Contra Costa County Office of the Sheriff may promulgate, that Agency's rights under this MOU and to the ARIES database may be terminated at the sole discretion of the Contra Costa County Sheriff, or his designee. The Contra Costa County Office of the Sheriff will provide the offending Agency with ten (10) days written notice prior to termination. Before terminating an Agency's rights under this MOU and to the ARIES database, the Contra Costa County Sheriff, or his designee, will consult with the ARIES Committee, which advises the Contra Costa County Office of the Sheriff in the administration, operation, development, and implementation of the ARIES database. Upon termination, the Agency will be disconnected from the ARIES database and the Agency will have no further rights under this MOU.

6.2 Dispute Resolution. If a dispute arises among Agencies concerning or relating to this MOU, the Agencies will endeavor in good faith to resolve it by informal discussion. The Contra Costa County Sheriff will have the final authority to reasonably resolve any dispute.

6.3 Indemnity. Each Agency to this MOU shall defend, hold harmless and indemnify the

ARIES Memorandum of Understanding (MOU)

other Agency, their officers, agents and employees against any and all claims, demands, damages, costs, expenses, and liability, including attorney fees, arising out of, or in connection with the willful misconduct or the negligent acts, errors, or omissions of the indemnitor, its officers, agents, or employees.

6.4 Immunities. By entering into this MOU, no Agency waives any of the immunities provided by the California Government Code or any other provision of law.

6.5 No Refund. If an Agency withdraws or is terminated from this MOU, there will be no pro-rated refund of the Agency's annual payment.

6.6 Data Removal. If an Agency withdraws or is terminated from this MOU, that Agency's information will be kept in the ARIES database unless that Agency requests in writing that its data be removed from the database.

6.7 No Database Maintenance. If this MOU is mutually terminated by all Agencies or is terminated by Contra Costa County, the Contra Costa County Office of the Sheriff shall have no further obligation to maintain the ARIES database. This provision shall survive the termination or expiration of this MOU.

Section 7. MISCELLANEOUS PROVISIONS

7.1 Term. This MOU becomes effective as to an Agency when the MOU is signed by that Agency. This MOU will remain in effect unless terminated as provided herein.

7.2 No Third Party Beneficiaries. Nothing contained in this MOU is intended, nor shall it be construed to create rights inuring to the benefit of third parties.

7.3 Amendment. This MOU may be amended upon the mutual written consent of the Agencies. However, the Agencies may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that this resolution does not conflict with the intent or provisions of this MOU.

7.4 Notices. All notices provided under this MOU shall be in writing and delivered either personally or by first-class mail to the contact person specified in this MOU.

7.5 Counterparts. This MOU and any amendments may be executed in any number of counterparts.

7.6 Authority to Execute. The persons executing this MOU represent that they have the authority to execute this MOU on behalf of the Agency for which they are executing this MOU.

[SIGNATURE PAGES FOLLOW]

ARIES Memorandum of Understanding (MOU)

CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF

AGENCY:

ALAMEDA POLICE DEPT.

By: OAKLAND HOUSING AUTHORITY

By: 

Name: CAROL DUPLESSIS

Name: PAUL ROLLET

Title: CHIEF OF POLICE

Title: CHIEF OF POLICE

Date: 12/9/15

Date: 12/10/2015

Contact Person:

Contact Person:

Name: JACKIE MASTELLONI

Name: LANCE LEIBNITZ

Title: RECORD/COMM MANAGER

Title: POLICE CAPTAIN

Address: 1180 25TH AVE

Address: 1555 OAK STREET

OAKLAND, CA 94621

ALAMEDA, CA 94501

Phone: (510) 535-3129

Phone: (510) 337-8500

AGENCY:

PLEASANTON POLICE DEPT.

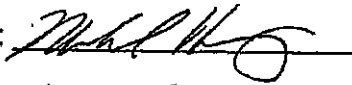
AGENCY:

LIVERMORE POLICE DEPARTMENT

By: DAVID C. SPILLER

By: MICHAEL D. HARRIS

Name: 

Name: 

Title: POLICE CHIEF

Title: POLICE CHIEF

Date: 12.10.15

Date: 12/10/2015

Contact Person:

Contact Person:

Name: KURT SCHLEUBER

Name: GREG PARK

Title: POLICE LIEUTENANT

Title: I.T. COORDINATOR

Address: 4833 BERNAL AVE

Address: 1110 S. LIVERMORE

PLEASANTON CA 94566

LIVERMORE CA 94550

Phone: 925-931-5201

Phone: (925) 371-4710

ARIES Memorandum of Understanding (MOU)

AGENCY:

HAYWARD POLICE DEPT.

By: Diane & Urban 12/9/15

Name: DIANE & URBAN

Title: CHIEF OF POLICE

Date: (510) 293-7070

Contact Person:

Name: Diane

Title: _____

Address: _____

Phone: _____

AGENCY:

UNION CITY POLICE DEPARTMENT

By: Diane & Urban

Name: DIERYL C. MCALLISTER

Title: CHIEF OF POLICE

Date: 10 DEC 2015

Contact Person:

Name: GLORIA LOPEZ-VAUGHAN

Title: CAPTAIN

Address: 34009 ALVARADO NILES RD.
UNION CITY, CA. 94587

Phone: (510) 675-5224

AGENCY:

SAN LEANDRO PD

By: Sandra Spagnoli

Name: Sandra Spagnoli

Title: Police Chief

Date: 12-10-15

Contact Person:

Name: Luis Torres

Title: Captain

Address: 901 E. 15th

San Leandro, CA 94577

Phone: 510-577-3247

AGENCY:

NEWARK PD

By: James Leal

Name: JAMES LEAL

Title: POLICE CHIEF

Date: 12-10-15

Contact Person:

Name: MIKE CARROLL

Title: COMMANDER

Address: 37101 NEWARK BLVD

NEWARK, CA 94560

Phone: 510-578-4220

ARIES Memorandum of Understanding (MOU)

AGENCY: ALAMEDA COUNTY SHERIFF'S OFFICE

By: Casey Nice

Name: CASEY NICE

Title: ASST SHERIFF

Date: 12-10-15

Contact Person:

Name: ROGER POWER

Title: CAPTAIN

Address: 1401 LAKESIDE DRIVE ^{12th} FLOOR
OAKLAND, CA

Phone: 510 272-6868

AGENCY: Dublin Police Services

By: Dennis H. Halmus

Name: Dennis H. Halmus

Title: Chief

Date: 12/10/15

Contact Person:

Name: Garrett Halmus

Title: Captain

Address: 100 Civic Plaza
Dublin, CA

Phone: (925) 433-6695

AGENCY: ALBANY POLICE DEPT.

By: Michael A. McQuiston

Name: MICHAEL A. McQUISTON

Title: CHIEF OF POLICE

Date: 12/10/2015

Contact Person:

Name: _____

Title: _____

Address: _____

Phone: _____

AGENCY: Alameda County District Attorney

By: Nancy E. O'Malley

Name: Nancy E. O'Malley

Title: DISTRICT ATTORNEY

Date: 12-10-15

Contact Person:

Name: BRUCE BROCK

Title: LT. OF INSPECTORS

Address: 1225 FALCON ST

Phone: 272-6221

ARIES Memorandum of Understanding (MOU)

AGENCY:

Fremont
By: Richard Lucero

Name: Richard Lucero

Title: Chief of Police

Date: 1/8/16

Contact Person:

Name: Fred Bobbitt

Title: Captain

Address: 2000 Stevenson Blvd
Fremont Ca 94537

Phone: 510-790-6917

AGENCY:

EMERYVILLE POLICE
By: Jennifer Tejada

Name: JENNIFER TEJADA

Title: CHIEF OF POLICE

Date: 03/22/16

Contact Person:

Name: DANTE DIOTALEVI

Title: CAPTAIN

Address: 2449 POWELL ST
EMERYVILLE CA 94608

Phone: 510 596 3700

AGENCY:

Piedmont Police
By: Likki Goede

Name: Likki Goede

Title: Chief of Police

Date: 3/22/16

Contact Person:

Name: Lisa Douglas

Title: Support Services Cmdr

Address: 403 Highland Ave
Piedmont, CA 94611

Phone: 510-420-3014

AGENCY:

Oakland Police Department
By: Sean Whent

Name: Sean Whent

Title: Chief of Police

Date: 4-14-16

Contact Person:

Name: Danielle Outan

Title: Deputy Chief of Police

Address: 455 7th St
Oakland CA 94607

Phone: 510 750-4564

ARIES Memorandum of Understanding (MOU)

AGENCY:

BERKELEY POLICE DEPT.

By: Michael J. Mullen

Name: MICHAEL K. WISEMAN

Title: CHIEF OF POLICE

Date: 04/14/2016

Contact Person:

Name: CYNTHIA HARRIS

Title: CAPTAIN

Address: _____

Phone: 510-981-5760

AGENCY:

By: _____

Name: _____

Title: _____

Date: _____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone: _____

AGENCY:

By: _____

Name: _____

Title: _____

Date: _____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone: _____

AGENCY:

By: _____

Name: _____

Title: _____

Date: _____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone: _____

CITY COUNCIL REVIEW/APPROVAL BINDER

BERKELEY POLICE DEPARTMENT AGREEMENTS, LETTERS AND UNDERSTANDINGS RE MUTUAL AID, INFORMATION SHARING AND COOPERATION WITH OTHER LAW ENFORCEMENT, MILITARY ENTITIES, AND PRIVATE SECURITY ORGANIZATIONS (Berkeley Municipal Code §2.04)

Item #	3.12
Title:	FEDERAL: NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER (NCRIC)
Type:	Written Agreement
Approvals:	Initial: "New"
Summary:	<p>Berkeley Police Department General Order N-17 previously governed the relationship between the Berkeley Police Department and NCRIC. In 2019 NCRIC and the Berkeley Police Department entered into a more formalized written MOU agreement.</p> <p>NCRIC facilitates the legal sharing of terrorism and criminal-oriented information. In this effort, NCRIC produces/disseminates intelligence, conducts training, and provides investigative and analytical case support to federal, state and local law enforcement agencies. NCRIC strives to ensure the protection of privacy and civil liberties of citizens in its assistance to local, state and federal agencies with their mission of protecting the communities they serve from the threats and dangers of terrorist, gang, narcotics and organized criminal activities. Local Terrorism Liaison Officers (TLOs) facilitate information sharing and investigative collaboration.</p> <p>The Police Department has a comprehensive policy regarding the provision of a Suspicious Activity Report to NCRIC, including several steps of review, and the reporting to City Council, in redacted form, of all SARs submitted to NCRIC.</p> <p>The Police Department may receive and share confidential or law enforcement sensitive public safety-oriented information with NCRIC to facilitate criminal investigation or to promote the safety of the community and/or law enforcement. The Police Department has designated sworn employees to act as TLO's in addition to their normal assigned duties, as described within General Order N-17.</p>
Rationale:	<p>Police Department interaction with NCRIC, previously governed by General Order N-17, will now be governed by the NCRIC MOU. Interaction between NCRIC and BPD promotes public safety and serves the law enforcement mission.</p> <p>Transparency of Suspicious Activity Reporting to NCRIC is accomplished through reporting redacted SARs with City Council.</p>
Cost:	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public and employee safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
Recommendation:	Approval of the NCRIC MOU
Implementation:	The Police Department will continue to operate in accordance with all City Council and Department general orders and policies as applicable.



Memorandum of Understanding and Agreement

Northern California Regional Intelligence Center

Mike L. Sena
Director, Northern California Regional Intelligence Center &
High Intensity Drug Trafficking Area



**NORTHERN CALIFORNIA REGIONAL INTELLIGENCE
CENTER MEMORANDUM OF UNDERSTANDING AND
AGREEMENT**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the Northern California Regional Intelligence Center ("NCRIC") and the law enforcement or public safety agency executing this agreement as indicated on the signature page "Member Agency", hereinafter "Berkeley Police Department".

WHEREAS, the Berkeley Police Department provides public safety services; and

WHEREAS, NCRIC is a multi-jurisdictional public safety information fusion center managed under the Northern California High Intensity Drug Trafficking Area (NCHIDTA) Executive Board that assists public safety agencies with the collection, analysis and dissemination of information related to criminal threats; and

WHEREAS, the mission of the NCRIC in collaboration with the Berkeley Police Department is to protect the citizens of the counties within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies; and

WHEREAS, NCRIC and The Berkeley Police Department are dedicated to the most efficient utilization of their resources and services in public safety endeavors; and

WHEREAS, NCRIC and the Berkeley Police Department are committed to cooperation and coordination in providing the highest level of safety services to the public, guided by the principle that cooperative efforts are in the public's best interest; and

WHEREAS, the Berkeley Police Department supports the sharing of information contained within its electronic data systems in furtherance of collaboration with other appropriate public safety entities, through integrated systems of information technology that the NCRIC has developed, established, or licensed; and

WHEREAS, NCRIC and the Berkeley Police Department recognize the need to protect the Berkeley Police Department's ownership and control over its shared information, to optimize the means through which shared information is accessed or analyzed, and to protect privacy and civil liberties in accordance with the law; and

NOW, THEREFORE, NCRIC and the Berkeley Police Department hereby agree to conditions set forth in this MOU:

Purpose

This agreement provides a framework for the Berkeley Police Department and NCRIC to facilitate data collaboration – both outward sharing of information from the Berkeley Police Department, as well as providing the Berkeley Police Department with shared information from other sources - in a manner that protects the rights and authority of the Berkeley Police Department, allowing participation in sharing environments while simultaneously retaining ownership of its data and control over which records are shared, how they are shared, and with whom.

1) Definitions and other Terminology

Member Agency / the Berkeley Police Department: the law enforcement or public safety organization whose leadership or appropriate authority has signed this agreement and actively participates in bi-directional information sharing with other law enforcement or public safety entities through assistance from the NCRIC.

Data: electronic records, analyses, images, and other information associated with incidents, persons, or objects, originally created by the Berkeley Police Department and existing in a the Berkeley Police Department system or database.

Contributed Data: records originating from the Berkeley Police Department that the Berkeley Police Department has elected to share with other appropriate parties.

Shared Data: the aggregate pool of shared information from the Berkeley Police Department and other contributing sources, made available via the NCRIC or facilitated by NCRIC funding, technology systems, and/or efforts.

Authorized Users: personnel from the Berkeley Police Department that have the appropriate clearance and authority to utilize and access shared data as a function of their employment, in support of law enforcement or public safety.

2) Rights, Powers and Authority

This Agreement does not limit the rights, powers, and authority of either party. Nothing in this Agreement shall be construed to require either party:

- a) to disclose any information it determines, in its sole discretion, it does not have the ability or authority to disclose; OR
- b) to perform any act that it determines, is contrary to law or public policy; OR
- c) to provide personnel, equipment, or services to the other party; OR
- d) to modify, restrict, or inhibit utilization of any information technology systems

3) Data Sharing

Recognizing that the Berkeley Police Department has sole discretion to choose exactly the information it wishes to contribute, the audience to which contributed data may be shared, and retains unbridled authority to redact or exclude information: the Berkeley Police Department agrees to promote comprehensive, timely, and accurate data sharing.

The Berkeley Police Department may submit information to NCRIC through the Suspicious Activity Report System (SARS). The submitted information will be for law enforcement purposes only. All SARS shall be submitted in accordance with the Berkeley Police Department's General Order N-17.

The Berkeley Police Department grants authority to NCRIC to further share the information contributed by the Berkeley Police Department with other public safety entities who possess a need to know and right to know the shared data, except where explicitly denied by the Berkeley Police Department.

The Berkeley Police Department grants authority to the NCRIC to execute information sharing agreements with other agencies, and to expand, incorporate, and unify additional shared information from other agencies. Such agreements will not require further review or approval by the Berkeley Police Department.

The Berkeley Police Department grants authority to the NCRIC to provide contributed data into software platforms to optimize law enforcement sharing, search, reporting, or analytic capabilities. Such connections will not require further review or approval by the Berkeley Police Department, provided it occurs entirely within technology infrastructure that is both CJIS-compliant and NCRIC managed.

If NCRIC determines it is in the interest of public safety to connect the Berkeley Police Department's contributed data to a CJIS-compliant system that resides outside NCRIC ownership and control, NCRIC shall only proceed after obtaining written approval from the Berkeley Police Department.

The Berkeley Police Department retains right to later determine that any contributed data should no longer be shared, or to opt out of any specific sharing software platform. In these instances, NCRIC will make every reasonable effort to accommodate the updated preferences of the Berkeley Police Department within 14 days.

4) **Goal**

When submitting SARS, accessing NCRIC's databases or utilizing NCRIC's equipment, the Berkeley Police Department's goal is to provide and obtain critical information for law enforcement purposes while protecting the civil liberties of the public.

5) **Berkeley Surveillance Ordinance and NCRIC Surveillance Equipment**

The Berkeley Police Department shall conform to the requirements of the Berkeley Surveillance Ordinance, see Chapter 2.99 of the Berkeley Municipal Code.

The Berkeley Police Department may request equipment and analytical support from NCRIC. The Berkeley Police Department will use the equipment and support for a limited duration which is sufficient to achieve the public safety mission. Any use of NCRIC's surveillance equipment will comply with the Berkeley Surveillance Ordinance, including reporting the use in the annual Surveillance Report.

Any information received by way of NCRIC equipment or support will be retained by BPD only if it is used in an investigation, wherein the data will remain with the case until the case is purged according to BPD retention guidelines. See BPD General Order R-23.

6) Sharing in Compliance with State and Federal Law

In gathering, sharing, and storing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations, both those in existence at the time of execution of this MOU and those enacted subsequent to execution of this MOU, including but not limited to, to the extent applicable, the California Values Act (Government Code Section 7284 *et seq.*). NCRIC will, consistent with Section 7284.8(b) work to ensure that databases are governed in a manner that limits the availability of information therein to the fullest extent practicable and consistent with federal and state law, to anyone or any entity for the purpose of immigration enforcement.

The Berkeley Police Department intends to submit limited information to NCRIC. The information submitted will be for specific law enforcement purposes only, such as Suspicious Activity Reports. Procedures regarding SAR submittals can be viewed in BPD's General Order N-17.

7) ALPR Information

Authorized BPD members may choose to receive Automated License Plate Reader (ALPR) data from NCRIC. This data can be used as a tool in a criminal investigation. The data the member receives includes the date, time and location a license plate was seen, along with a photo of the back or front of the vehicle showing the license plate. The ALPR data is retained by NCRIC for 365 days. The ALPR data will not be entered into BPD's records management system or retained by BPD unless it is used in an investigation. If the data is used in an investigation, the data will remain with the case until the case is purged according to BPD retention guidelines. See also BPD's ALPR Admin Order, BPD General Order N-17 and BPD General Order R-23).

8) Information Ownership and Release

The Berkeley Police Department remains the official custodian of all contributed data. To the fullest extent permissible by law, all requests for information, including but not limited to inquiries under the California Public Records Act or Freedom of Information Act, will be referred to the Berkeley Police Department that is the originator of the requested data. The Berkeley Police Department that is the originator of the requested data will be responsible for responding to the request and will indemnify and defend the NCRIC from any action brought related to the Berkeley Police Department's response, or lack thereof, provided that NCRIC uses best efforts to promptly inform the Berkeley Police Department of the CPRA request upon receipt.

9) Authorized User Access and User Responsibilities

The Berkeley Police Department is responsible for management of its Authorized User accounts and the activities of its Authorized Users.

The Berkeley Police Department agrees that all Authorized Users shall be current employees in good standing that are legally entitled to view law enforcement sensitive content as part of their assigned duties in support of public safety.

Authorized users may also choose to receive the following information from NCRIC via email:

1. Advisories (accessible to BPD for 60 days per NCRIC guidelines)
2. Public Partner Briefs - SARS (accessible to BPD for 60 days per NCRIC guidelines)
3. Training opportunity bulletins (accessible to BPD for 90 days per BPD email retention guidelines)

BPD's definitions for the listed information mechanisms can be found in General Order N-17.

If for any reason a user is no longer eligible for such access, including ending employment with the agency, the Berkeley Police Department will ensure access is removed and make notification to the NCRIC.

The Berkeley Police Department agrees that shared information is to be used solely for authorized purposes consistent with the law. The Berkeley Police Department shall not use or share the information for any unauthorized purposes, and Member Agencies agree that such actions will result in the Berkeley Police Department or its offending Authorized User being revoked access to the system.

The Berkeley Police Department will ensure that its Authorized Users will not access shared data by using a name, password, or any authentication mechanism that is assigned to another person. The Berkeley Police Department will ensure that Authorized Users will not share passwords with another individual, nor allow another user to utilize the system under their credentials.

The Berkeley Police Department will ensure that shared data will only be accessed from electronic devices that meet all current security requirements for accessing law enforcement information. Such policies should also forbid utilization of personal / non-agency devices, or enforce appropriate security requirements on those devices to meet CJIS compliance.

10) No Guarantee of Accuracy

The Berkeley Police Department acknowledges that shared data may or may not be accurate. The Berkeley Police Department further understands that neither the suppliers of shared data nor NCRIC are warranting the accuracy of such information. The Berkeley Police Department agrees to take necessary steps to appropriately verify the accuracy of any and all information before taking any action based upon it.

The Berkeley Police Department understands and agrees to put in place a policy that clearly sets forth a requirement of verification and so inform each Authorized User.

The Berkeley Police Department agrees to use shared data as a pointer system for investigative leads or guidance, and not as the sole source of probable cause for law enforcement actions.

11) Information Security and Standards Compliance

The Berkeley Police Department and NCRIC agree to enforce and maintain security for shared

data in compliance with all applicable law, including but not limited to the California Department of Justice's California Law Enforcement Telecommunications System Policies, Practices, and Procedures (CLETS PPP) and the Federal Bureau of Investigation's Criminal Justice Information System Security Policy (FBI CJIS Security Policy).

The Berkeley Police Department and NCRIC shall store information, whether electronic or hardcopy, only in a manner that is compliant with all applicable physical security and cyber security requirements. Data shall be retained, purged, and destroyed in accordance with all applicable standards. Data exchange and user access shall be achieved using encryption, private networks, or other configurations that follow current best practices for information technology.

12) Mutual Indemnification

For the purpose of this Section, indemnification of NCRIC and its employees includes any and all NCRIC personnel, regardless of whether they may be employed by or assigned to NCRIC from another public agency.

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act or omission of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

13) Costs

Execution of this agreement shall not be construed to require NCRIC or the Berkeley Police Department to incur any new costs. For any potential costs associated with information sharing or access to shared information, either party may determine in its sole discretion, whether or not to incur those costs.

14) Partial Invalidity

If any terms or conditions of this Agreement shall to any extent be judged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, the remaining terms and conditions of this agreement shall continue in full force and effect.

15) Effective Date and Term of MOU

This agreement shall remain in effect until terminated by either party by giving written notice. In the event of termination, NCRIC will destroy or return the Berkeley Police Department's contributed data, and provide written confirmation upon completion.

This agreement supersedes any previous Memorandum of Understanding between NCRIC and the Berkeley Police Department regarding the sharing of law enforcement information systems and data.

16) Written Amendments or Assignment

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

17) Signer Authority and Electronic Documents

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective parties.

Unless otherwise prohibited by law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

The Berkeley Police Department hereby executes this MOU as of the date of execution by the individual below possessing the authority to sign on behalf of the Berkeley Police Department:

The Berkeley Police Department

Member Agency

Signed: 

Feb 19, 2019

Name: Andrew R. Greenwood

Title: Chief of Police, Berkeley Police Department

Director Mike L. Sena on behalf of the Northern California Regional Intelligence Center:

Mike Sena
Mike Sena (Feb 21, 2019)

Feb 21, 2019

Mike L. Sena
Director
Northern California Regional Intelligence Center

CITY COUNCIL REVIEW / APPROVAL BINDER

**BERKELEY POLICE DEPARTMENT
 AGREEMENTS, LETTERS AND UNDERSTANDINGS RE
 MUTUAL AID, INFORMATION SHARING AND COOPERATION
 WITH OTHER LAW ENFORCEMENT, MILITARY ENTITIES, AND
 PRIVATE SECURITY ORGANIZATIONS
 (Berkeley Municipal Code §2.04)**

Item #	1.14
Title:	LOCAL: ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE, VIOLENCE AGAINST WOMEN / DOMESTIC VIOLENCE PROJECT
Type:	Written Agreement
Approvals:	Initial: September 18, 2012 / Current: July 23, 2018
Summary:	The Alameda County District Attorney's Office's Violence Against Women / Domestic Violence Project provides education and outreach to those who are victims of violent crimes and organizes and facilitates multi-agency meetings to continue open lines of communication and education with the goal of providing better services, within the Criminal Justice System, to those who are victims of domestic violence, spousal or partner abuse, stalking or restraining order violations.
Rationale:	The Police Department is committed to the investigation and prosecution of domestic violence and related offenses. Cooperation with victim support programs promotes successful prosecution and effective recovery of domestic violence victims and their families. Long-term, incidents of domestic abuse may be reduced.
Cost:	If Approved: Costs would be neutral. Maintenance of victim assistance services with the Police Department are managed within its existing budget. If Not Approved: Cannot estimate cost of not cooperating with the provision of victim assistance, but could include legal penalties for non-compliance with State law.
Recommendation:	Continued approval



OPERATIONAL AGREEMENT

This Agreement stands as evidence that the ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE and Berkeley Police Department intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence in Alameda County. Both agencies believe that implementation of the VIOLENCE AGAINST WOMEN / DOMESTIC VIOLENCE PROJECT (VAWA/DV) proposal, as described herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating and providing the following services:

1. The ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE, VAWA/DV will closely coordinate the following services with Berkeley Police Department through:

- a. Continued meetings between the VAWA/DV attorney(s) and Berkeley Police Department staff to discuss strategies, implementations and coordination of victim-witness and prosecution services to victims of domestic violence, spousal or partner sexual assault, stalking or restraining order violations.

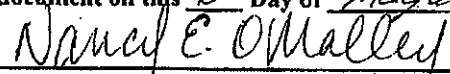
Specifically, at the request of Berkeley Police Department, the DISTRICT ATTORNEY'S OFFICE will assist with training of and/or technical assistance to Police Officers who are involved in the investigation of domestic violence, spousal or partner sexual abuse, stalking or restraining order violation cases.

Through the Victim-Witness Division of the DISTRICT ATTORNEY'S OFFICE, Victim-Witness Consultants will provide education and outreach to those who are victims of violent crimes, specifically targeting issues of domestic violence, spousal or partner sexual abuse, stalking or restraining order violations; will conduct or participate in staff training on issues involving victims of violent crimes and the Criminal Justice System; will organize, facilitate and participate in periodic multi-agency meetings to continue open lines of communication and education with the goal of providing better services, within the Criminal Justice System, to those who are victims of domestic violence, spousal or partner sexual abuse, stalking or restraining order violations.


- b. The DISTRICT ATTORNEY'S OFFICE will fully participate with the Alameda County Domestic Violence Council, the Alameda County Domestic Violence Death Review Board, the Sexual Assault Investigators' Organization and other multi-agency boards and organizations as available.

2. Berkeley Police Department will be responsible for responding, investigating, and presenting criminal incidents involving intimate partners, for possible charging, to the DISTRICT ATTORNEY'S OFFICE.

We, the undersigned as authorized representatives of the ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE, VAWA/DV, and Berkeley Police Department do hereby approve this document on this 6 Day of August, 2018.



Nancy E. O'Malley
District Attorney
Alameda County District Attorney's Office



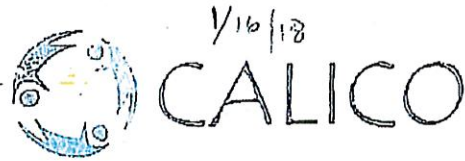
Chief Andrew Greenwood
Chief of Police
Berkeley Police Department

Operational Agreement effective: July 1, 2018 to June 30, 2021

CITY COUNCIL REVIEW / APPROVAL BINDER

**BERKELEY POLICE DEPARTMENT
 AGREEMENTS, LETTERS AND UNDERSTANDINGS RE
 MUTUAL AID, INFORMATION SHARING AND COOPERATION
 WITH OTHER LAW ENFORCEMENT, MILITARY ENTITIES,
 AND PRIVATE SECURITY ORGANIZATIONS
 (Berkeley Municipal Code §2.04)**

Item #	4.1
Title:	PRIVATE: CHILD ABUSE LISTENING, INTERVIEWING & COORDINATION (CALICO)
Type:	Written agreement
Approvals:	Initial: April 20, 2010 / Current: July 23, 2018
Summary:	<p>CALICO is a private organization that provides legal, medical, and therapeutic services to children and developmentally-delayed adults in Alameda County who are victims or witnesses of abuse and neglect. CALICO provides similar services to effected families.</p> <p>The Police Department and CALICO commit to a partnership toward mutually valued goals: facilitating a multidisciplinary team response to child abuse; accomplish forensic interviews with trained Child Interview Specialists in a safe, neutral, child-friendly environment; and, share relevant information as permitted by law.</p>
Rationale:	Partnerships between the Police Department and public safety- focused organizations like CALICO enhance the effectiveness of juvenile criminal investigation, promote prevention of child abuse and neglect, and facilitate supportive provision of services to juvenile victims and their families.
Cost:	<p>If Approved: \$5,400.00 donation (annual). While there is no contractual or statutory obligation to remit funds to CALICO for services rendered, the Police Department, on behalf of the City, has for many years responded to an annual request for donation to support CALICO operations. Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
Recommendation:	Continued approval



524 Estudillo Ave. San Leandro, CA 94577 tel: 510-895-0702 fax: 510-895-0706
email: info@calicocenter.org web: www.calicocenter.org



OPERATIONAL AGREEMENT

This Operational Agreement, effective January 1, 2018, affirms that CALICO and the following partnering agencies intend to work together toward our mutual goal of achieving justice and healing for children and adults with developmental disabilities in Alameda County, who are victims or witnesses of abuse and neglect, and their families.

- | | |
|--------------------------------------------------------------------|-----------------------------------------------------------------------|
| Alameda County Behavioral Health Care Services | California State University East Bay |
| Alameda County Counsel | Dublin Police Services |
| Alameda County District Attorney's Office | East Bay Regional Parks Police Department |
| Alameda County Family Justice Center | Emeryville Police Department |
| Alameda Health System, Highland Hospital, Sexual Assault Center | Fremont Police Department |
| Alameda County Probation Department | Hayward Police Department |
| Alameda County Sheriff's Office | Livermore Police Department |
| Alameda County Social Services Agency | Newark Police Department |
| Alameda Police Department | Oakland Police Department |
| Albany Police Department | Piedmont Police Department |
| BART Police Department | Pleasanton Police Department |
| Berkeley Police Department | San Leandro Police Department |
| California Department of Social Services, Community Care Licensing | UCSF Benioff Children's Hospital Oakland, Center for Child Protection |
| | Union City Police Department |
| | University of California Berkeley Campus Police Department |

To achieve our mutual goals, CALICO agrees to:

- Facilitate a multi-disciplinary team response to child abuse and cases involving adults with developmental disabilities as described in the Alameda County Child Abuse Protocol;
- Exchange information to the fullest extent permitted by law;
- Maintain as required by law the confidentiality of the shared information;
- Receive referrals for interviews from multi-disciplinary team members;
- Coordinate the scheduling of interviews with involved agencies;
- Provide trained Child Interview Specialists to conduct forensic interviews;
- Provide a safe, neutral, child-friendly environment for victims and family members;
- Maintain interviewing facilities in both San Leandro and at the Family Justice Center in downtown Oakland;



- Create two, original video recordings of the forensic interview;
- Provide clinically trained family support staff to provide crisis intervention, referrals and follow-up support to caregivers of CALICO children and adults with developmental disabilities;
- Facilitate monthly multi-disciplinary team case review and program advisory committee meetings; and
- Provide training for multi-disciplinary team members.

The Berkeley Police Department agrees to:

- Participate in a multi-disciplinary team response to child abuse and cases involving adults with developmental disabilities as described in the Alameda County Child Abuse Protocol;
- Exchange information to the fullest extent permitted by law;
- Maintain as required by law the confidentiality of the shared information;
- Schedule forensic interviews at either of CALICO's two interviewing facilities;
- Cross report to and coordinate with other agencies who need to be involved in the interview process;
- Work closely with CFS to observe the forensic interviews together, whenever possible;
- Consult with other multi-disciplinary team members, as needed, to discuss appropriate criminal charges;
- Refer victims to acute and non-acute forensic medical exams, as appropriate;
- Provide a representative to attend monthly program advisory committee meetings; and
- Attend and exchange information at multi-disciplinary team case review meetings, as requested.

We the undersigned, as authorized representatives of CALICO and the Berkeley Police Department, do hereby approve this agreement.

Erin Harper
Erin Harper
Executive Director
CALICO

12/20/17
Date

Andrew Greenwood
Andrew Greenwood
Chief of Police
Berkeley Police Department

Jan. 5, 2018
Date

CITY COUNCIL REVIEW/APPROVAL BINDER

**BERKELEY POLICE DEPARTMENT
 AGREEMENTS, LETTERS AND UNDERSTANDINGS RE
 MUTUAL AID, INFORMATION SHARING AND COOPERATION
 WITH OTHER LAW ENFORCEMENT, MILITARY ENTITIES, AND
 PRIVATE SECURITY ORGANIZATIONS
 (Berkeley Municipal Code §2.04)**

Item #	1.2
Title:	LOCAL: ALAMEDA COUNTY CHIEFS OF POLICE AND SHERIFF'S ASSOCIATION, POLICY STATEMENTS
Type:	Written Policy Statements
Approvals:	Initial: March 12, 1974 / Current: July 23, 2018
Summary:	The Alameda County Chiefs of Police and Sheriff's Association created and maintains Policy Statements regarding law enforcement activities of regional importance: Active Shooter Protocol; Association Policy Statements; Child Abduction Protocol; Concealed Weapon Permits; Conducted Energy Devices; Cultural Awareness Training; Domestic Violence and Emergency Protective Orders; Freeway Violence; Funerals; Inter-Jurisdictional Police Operations; Missing Persons; Investigation Involving Multiple Jurisdictions; Officer-Involved Shootings; Orientation for New Chiefs; and, Vehicle Pursuits. All member executives have agreed to ensure the conduct of their respective agencies aligns with these protocol.
Rationale:	Crime and violence spans jurisdictional lines, and may be of such significance multiple agencies must collaborate to achieve public safety solutions. Regional protocols, collaboratively developed, enhance emergency response, investigative effectiveness, and promote public safety. Police Department cooperation with other local law enforcement agencies and adherence to these County Policy Statements is in the best interest of this community.
Cost:	<i>If Approved:</i> Any cost would be balanced by the value of services received from other agencies. <i>If Not Approved:</i> Incalculable. Cost of unilateral investigation of multi-jurisdictional incidents would likely be greater than costs borne of collaborative activity.
Recommendation:	Continued Approval

Alameda County Chiefs of Police and Sheriff's Association

POLICY STATEMENT

" CURRENT "

Subject Active Shooter Protocol
Adopted 14 Jul 05

Policy Response to an incident involving an active shooter, as that term is defined herein, is the responsibility of the police agency having jurisdiction over the location of the event.

Recognizing that immediate law enforcement needs are likely to exceed the capabilities of any single agency and a rapid, coordinated response may be critical, member departments, to the extent possible, will furnish immediate assistance to any other member department that requires assistance when responding to an active shooter incident.

It is recognized that active shooter incidents require rapid and dynamic police response and usually are not favorably resolved by the containment and negotiation tactics traditionally used in hostage or barricaded suspect situations. Accordingly, the first police officers on the scene, regardless of their employing jurisdiction, shall be responsible for developing and implementing a plan to immediately stop criminal acts being committed by eliminating the threat or by confining the suspect(s) to the extent that the threat to other persons is minimized. The ranking officer from the agency having jurisdiction over the location of the incident shall assume the lead responsibility for initiating and directing the appropriate action. If no officers from that jurisdiction are present, the ranking on-scene member from another law enforcement agency shall assume and retain the leadership responsibility until relieved by competent authority.

The primary objective of officers responding to an active shooter incident shall be to stop acts of violence that represent a continuing threat to the lives of others. That objective typically will require the containment or elimination of suspect(s) and may require bypassing victims without rendering immediate aid to them.

Secondary objectives of law enforcement officers responding to an active shooter incident include the apprehension of suspects; the protection of property; crime scene security and the preservation of evidence for the purpose of follow-up investigation and prosecution.

Only uniformed officers or those wearing raid jackets or similar clothing that clearly identifies them as law enforcement officers shall participate in building searches or otherwise enter the scene when personnel from multiple agencies are involved in an active shooter incident.

Definitions

An *Active Shooter* is an individual who places other persons in immediate peril of death or great bodily injury by engaging in a random or systematic shooting spree, typically with the intent to commit multiple homicides. For the purpose of this policy statement, the term also includes a person who uses any deadly weapon to systematically or randomly inflict death or great bodily injury upon other persons.

A *barricaded suspect* is an individual who is hiding or holding out in a room or building, is known or believed to be armed with a dangerous weapon, and has displayed or threatened violence toward other persons. The suspect may or may not be holding hostages, but there is no indication that his or her actions are likely to result in the immediate death or great bodily injury of innocent persons.

The *On Scene Incident Commander* is the first officer to arrive at the scene of an incident involving an active shooter. The officer shall assume command of the situation and coordinate the activities and operations of responding personnel unless and until relieved by higher authority.

Procedures

Tactics

To enhance consistency of operation among member departments, officers responding to active shooter incidents will, to the extent possible, utilize tactics that the National Tactical Officers Association has developed pertaining to the use of contact, rescue and search teams.

Contact Team: The mission of a Contact Team is to move quickly toward the location of the active shooter; to report the location of the threat to other responding officers; to stop the threat, utilizing the level of force appropriate for the situation, and communicate the location of victims and any injuries to the Rescue Team.

Rescue Team: The mission of a Rescue Team is to follow the Contact Team's route for the purpose of recovering and evacuating injured victims.

Search Team (sometimes referred to as a Corridor Team): The mission of a Search Team is to follow the Contact Team's route for the purpose of searching and securing rooms and areas that were by-passed by the Contact Team and/or the Rescue Team. Team members will report the location of the rooms and other places searched to other responding officers and will assist in the recovery and evacuation of victims who are located. They shall establish safe and secure corridors for access by responding personnel and for the safe extraction of persons from critical areas, and they will be prepared to assist members of the Contact Team or the Rescue Team if needed.

Command and Control

As soon as practical, a supervisor or command officer from the agency having law enforcement jurisdiction over the location of the incident shall assume the role of Incident Commander. As time transpires and additional personnel respond to the scene, the Incident Commander should consider implementing the Incident Command System, which may include the assignment of a Tactical Commander.

Absent compelling reasons to the contrary, the Incident Commander, and the Tactical Commander if one has been assigned, shall initiate the tactics described above and may then consider the assignment of additional duties normally associated with scene management. Such tasks include, but are not necessarily limited to, the establishment of a command post, setting up inner perimeter containment and outer perimeter control, establishing staging areas and shelter locations, assigning a Press Information Officer and ensuring that post-operation reporting requirements have been addressed.

Communications

The communications center serving the agency having jurisdiction over the location shall initiate a priority protocol when an active shooter incident occurs and, as soon as possible, shall:

Notify and request assistance from other law enforcement agencies as directed by the watch commander or other competent department authority.

Provide developing information to other law enforcement agencies as directed by the watch commander or other competent department authority.

Notify relevant Fire Department and EMS agencies to respond and prepare for first-aid, triage and mass casualty contingencies.

Notify area hospitals of the potential need for medical care.

It is understood that an active shooter incident is likely to place significant demands on any communications system. Accordingly, nothing in this policy statement is intended to discourage communications personnel from requesting additional support from the Alameda County Sheriff's Office Communications Center or any other viable resource.

All participating personnel should be mindful that radio communications between responding agencies and individual officers may be limited due to the use of different and incompatible radio systems and frequencies.

Outside Law Enforcement Agencies

Communications personnel who receive information that an active shooter incident is occurring in another jurisdiction in the area shall immediately notify the watch commander or ranking officer on duty and relay all information pertaining to the incident and any request for assistance that may be received.

The watch commander or ranking member who receives a request for assistance at the scene of an active shooter incident in another jurisdiction shall dispatch as many of the requested personnel as possible, consistent with the need to maintain an acceptable level of police presence in his or her own jurisdiction.

Whenever possible, officers trained and equipped as SWAT or Patrol Rifle personnel should be dispatched.

The watch commander or ranking officer who decides to deploy personnel or other resources to another jurisdiction shall ensure that all appropriate notifications required by the policies of his or her department are made.

Law enforcement personnel from departments outside the jurisdiction of occurrence shall comply with all lawful orders, directions and assignments given by, or on behalf of, the on-scene Incident Commander. Provided, however, that no person is expected to perform in a manner that is inconsistent with the rules, regulations and policies of his or her employing agency.

The first duty of persons responding to an active shooter event shall be to notify the on-scene Incident Commander of their arrival and any special skills, training, weaponry or other equipment they may possess that may assist in the resolution of the incident. The notification shall always be accompanied by a request for a mission or a specific assignment.

Responding command and supervisory officers are expected to inform the Incident Commander regarding any technical or supervisory skills within their areas of training and expertise that may be relevant to the resolution of the incident.

Whenever possible, the Incident Commander is expected to group officers responding from any given department together within the same team or other operational unit.

Extended Operations

If an active shooter incident develops into a long-term hostage or barricaded suspect situation, or results in a protracted crime scene investigation, the law enforcement agency with jurisdiction of the scene will attempt to meet its on-going staffing needs without outside assistance. If the agency is unable to do so, a formal request for mutual aid may be made to the Alameda County Sheriff's Office.

Incident Debriefing

It shall be the responsibility of the agency of jurisdiction to organize and convene a debriefing session as soon as possible following an active shooter incident. The debriefing will be available to all interested law enforcement agencies in the area and will be conducted to enhance preparedness and to increase knowledge of such incidents.

Administrative Commitments

Member departments shall ensure that relevant personnel receive the training necessary to enable them to respond to active shooter incidents in a safe and effective manner.

Member departments shall annually review their own procedures, training and tactics relevant to active shooter incidents to assess their adequacy and to ensure that they are current.

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

--- CURRENT ---

Subject Association Policy Statements

Adopted 12 Aug 93

Policy Practices and procedures that affect a majority of agencies that are members of the Alameda County Chiefs of Police and Sheriffs Association will be performed in as consistent a manner as possible.

Definitions An Association Policy Statement is a document adopted to address a practice or procedure that affects a majority of member agencies.

The purpose of adopting such policy statements is to foster cooperation and coordination among agencies and to enhance service to the public through consistency of practices and procedures.

Policy statements are intended to serve as useful guidelines and members are urged to comply with them whenever possible. However, such statements are not binding because it is recognized that each agency functions in a unique environment of local conditions, needs and perspectives. Moreover, it is understood that varying strategies and resource capacities may require adjustments to a specific policy statement to make it compatible with an agency's operations.

Procedure Any member may recommend the adoption of an Association Policy Statement. With the concurrence of a majority of the membership, the President will direct the manner in which a suitable guideline will be developed and presented for review and discussion.

A majority vote of the membership is required to adopt an Association Policy Statement.

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

CURRENT

Subject Child Abduction Protocol

Adopted 13 May 04

Policy As expressed in the *Alameda County Child Abduction Protection Protocol*, "Alameda County law enforcement agencies are committed to the thorough and effective investigation of incidents involving child abduction. This commitment recognizes the importance of respecting victimized children and their families, holding offenders responsible for their conduct, and working as a team to solve cases of child abduction."

Member departments, to the extent possible, will furnish investigative support and equipment to any other member department that requires assistance in the investigation of suspected or actual child abduction cases.

The department having jurisdiction of the offense will notify the Federal Bureau of Investigation, coordinate and supervise the investigation and manage all press inquiries concerning the incident.

Definitions The *Alameda County Child Abduction Protection Protocol* was adopted as an inter-agency agreement by Association members on 13 May 04. Procedural aspects of the agreement are set forth verbatim in the following section, but reference to the complete agreement is invited for a listing of resources and translation services available from member departments.

Procedures (As set forth in the inter-agency agreement)

A. Request for inter-agency assistance

1. This policy may be implemented under the following circumstances.
 - a. Child kidnappings where facts indicate that the child has been abducted and is in great bodily danger. (This generally would not include parent custody disputes involving kidnapping.)
 - b. Child kidnappings that fit murder/abduction profiles.
 - c. Extraordinary criminal violations that create extreme hazard to the community or police personnel and require large numbers of officers for initial or follow-up investigations, e.g., peace officer shootings, serial killers.

B. Activation

- a. Requests for assistance will be made by the watch commander of the involved agency, after approval by the Sheriff of Alameda County or the Chief of Police of the requesting agency. All requests for assistance will be made by teletype and confirmed by telephone. Personnel should respond as soon as possible after the request for assistance. All communications should indicate the anticipated time of arrival of personnel.
- b. Agencies should confirm their response as soon as possible indicating the number of officers and the anticipated time of arrival.

C. Inter-agency assistance

Each agency involved in this agreement will provide the following number of officers for an immediate response during the initial 72 hours, and a reduced number of officers for long-term investigative assistance. The long-term commitment could last as long as two or three months. If possible, agencies should send officers with specific training and/or experience related to the investigation of child abductions, missing persons, crimes against children or homicides.

<u>Agency</u>	<u>First 72 Hrs</u>	<u>Long Term</u>
Alameda County Sheriffs Office	5 officers	5 officers
Alameda County S.A.F.E. Task Force	5 officers	2 officers
Alameda Police Department	4 officers	2 officers
Albany Police Department	2 officers	1 officer
BART Police Department	2 officers	0
Berkeley Police Department	5-6 officers	1 officer
California Highway Patrol Dublin	3 officers	1 officer
California Highway Patrol Hayward	3 officers	3 officers
California Highway Patrol Oakland	3 officers	1 officer
California State University Hayward	1 officer	0
East Bay Regional Park District	2 officers	1 officer
Emeryville Police Department	2 officers	2 officers
Fremont Police Department	10 officers	3 officers
Hayward Police Department	2 officers	1 officer
Livermore Police Department	4 officers	1 officer
Newark Police Department	2 officers	2 officers
Oakland Police Department	4 officers	0
Piedmont Police Department	2 officers	1 officer
Pleasanton Police Department	3 officers	2 officers
San Leandro Police Department	3 officers	1 officer
Union City Police Department	3 officers	2 officers
U.C. Berkeley Police Department	<u>2 officers</u>	<u>1 officer</u>
Total:	72 officers	33 officers

D. Special Conditions for activation of the inter-agency child abduction protocol

1. The agency requesting assistance under the protocol shall supervise and coordinate all aspects of the investigation occurring in their jurisdiction, including personnel responding from other jurisdictions.
2. Agencies shall only request assistance under this protocol after approval of the Alameda County Sheriff or Chief of Police or their designee from the requesting agency.
3. While each request for assistance dictates its own special circumstances, it can be anticipated that persons responding under this protocol will work a maximum of 12-hour shifts. The scheduled relief of assigned personnel will be the responsibility of each individual agency providing the personnel.
4. This protocol is intended to provide inter-agency assistance for child abduction cases and is not considered mutual aid. Agencies supplying personnel for these incidents incur full costs for their personnel.
5. Agencies providing personnel shall also provide required vehicles and/or transportation.
6. It is understood that the primary responsibility of the Sheriff of Alameda County and each Chief of Police is to ensure emergency service is provided within their respective jurisdictions. Therefore, should any agency not be able to participate due to emergency requirements within its own jurisdiction, it is excused from participation.

E. Special Considerations

1. The agency activating this protocol should anticipate other logistical issues including, but not limited to: Adopting a plan to manage the investigation, designing an area where investigators can work, coordinating radio communications and providing cellular telephone communications. Agencies are encouraged to address these and other issues prior to any activation of the protocol.
2. The TRAK Abduction Alert Protocol (TAAP) should be activated in cases of stranger abduction where the life of the victim is in serious peril. However, activation of the TAAP shall be made at the discretion of the investigating agency and within the guidelines of the agency's written directives.

3. Each agency should refer to their individual written directives when activating the California Child Safety Amber Network.
4. Commencing January 1, 2000, Section 49068.6 was added to the Education Code, which requires law enforcement agencies to inform the school district, other local educational agency, or private school, in which the child is enrolled, that the child is missing. The notice shall be in writing, shall include a photograph of the child if available and shall be given within 10 days of the child's disappearance. The school shall then place the written notice on the front of the missing child's school record.

F. Protocol Updates

1. The Child Abduction Protection Protocol will be updated every three years. This task will be assigned by the current committee chairperson, rotating the responsibility for the update between the participating agencies.

ALAMEDA COUNTY CHIEFS OF POLICE AND SHERIFFS ASSOCIATION

POLICY STATEMENT

2010
UPDATE

Subject Concealed Weapon License (CCW)

Adopted 9 Sep 93

Revised 14 Oct 10

Policy This policy sets forth a recommended practice for the Alameda County Chiefs of Police when processing applications and issuing of licenses to carry a concealed firearm to residents within their communities. This policy provides direction for the application and issuance of such licenses.

Pursuant to Penal Code Section 12050.2, this policy shall be made accessible to the public.

Application Alameda County Chiefs of Police may refer applicants to the Sheriff's Office to process all applications and licenses for the carrying of concealed weapons (Penal Code Section 12050(g)).

Nothing in this policy is intended to prevent an individual Chief of Police from exercising his/her privilege under the law to issue concealed weapons permits. Should an individual Chief desire to avail himself/herself of this privilege he/she should ensure he/she is in compliance with all applicable laws and statutes and has a written policy pursuant to Section 12050.2 of the California Penal Code.

Procedure: Refer to the Alameda County Sheriff's Office General Order numbered 1.04

Attachment:

ALAMEDA COUNTY SHERIFF'S OFFICE GENERAL ORDER	NUMBER: 1.04
	RELATED ORDERS: General Order <u>6.09</u> Penal Code Section 830.6, 831.5, 12050
	ISSUE DATE: March 1, 1996
	REVISION DATE: February 6, 2007
CHAPTER: Law Enforcement Role, Responsibilities, and Relationships	SUBJECT: Concealed Weapon License

- I. **PURPOSE:** To establish a policy for the processing and issuance of Carry Concealed Weapon Licenses (CCW) by the Sheriff's Office.
- II. **POLICY:** The Sheriff's Office recognizes that there may be circumstances that justify the issuance of a concealed weapon license; however, it also recognizes the potential for the use of deadly force and the grave responsibility that goes with the granting of that privilege. Carrying a concealed weapon is a privilege, not a right. The issuance of a Concealed Weapon License is at the discretion of the Sheriff.
- III. **ORDER:** California Penal Code Section 12050 establishes four different categories for which the Sheriff may issue a license to carry a concealed weapon.
 - A. **TYPES OF LICENSES:**
 1. **EMPLOYMENT.** This license may be issued by the Sheriff of a county to a person who spends a substantial period of time in his/her principal place of employment or business in the county. This license can only be issued by the Sheriff, and is only valid in the county of issuance for a period of time not to exceed 90 days. The licensee must give a copy of their CCW license to the Chief of Police or Sheriff in the city or county in which they reside. This license can only be renewed upon concurrence of the Chief of Police or Sheriff in the city or county in which the licensee resides.
 2. **STANDARD.** These licenses may be issued to qualified residents who live within Alameda County. Such CCW licenses are valid for any period of time not to exceed two years.
 3. **JUDGES/COMMISSIONERS.** This license may be issued to California judges and full-time court commissioners and to federal judges and magistrates of federal courts. Such CCW licenses may be valid for any period of time not to exceed three years.
 4. **RESERVE PEACE OFFICER/CUSTODIAL OFFICER.** These licenses may be issued to reserve peace officers/custodial officers appointed pursuant to Section 830.6 and 831.5 respectively of the Penal Code. Such CCW licenses are valid for any period of time not to exceed four years, except that such

license shall be invalid upon the conclusion of the person's appointment as a reserve police officer or custodial officer.

B. STANDARDS FOR ISSUANCE OF A CCW LICENSE:

1. The applicant's primary residence must be in Alameda County, unless they are applying for a 90-day employment license or as a reserve peace officer/custodial officer.
2. The applicant must be of good moral character.
3. The applicant must demonstrate that good cause exists for issuing a concealed weapon license.

C. APPLICATION PROCESS:

1. Applications for Concealed Weapon Licenses are processed in phases. Applicants must successfully complete each phase before proceeding to the next. The Law Enforcement Services Division Commander will notify the applicant if an application is rejected at any time during this process.
2. Applicants must live within Alameda County unless they are applying for a 90-day employment license or as a reserve peace officer/custodial officer. If the applicant lives in an incorporated city, they must first seek a license from their local chief of police. If they are unsuccessful, they must so state in their application to this office.

a. NEW APPLICANTS SHALL BE PROVIDED THE FOLLOWING DOCUMENTS:

1. CCW Initial Application Information Sheet
2. "Notice to Concealed Weapon License Applicants" regarding policy on application retention and non-refundable fees
3. Alameda County Sheriff's Office CCW Application
4. California Department of Justice Standard Application
5. Range Requirements & Procedure for CCW Applicants

b. THE COMPLETED APPLICATION FORMS MUST BE RETURNED ALONG WITH THE FOLLOWING:

1. A detailed letter of justification stating the reason(s) the applicant feels they need a CCW License. Applicants must include any supporting documentation they wish to have considered.
2. Letter of support from an employer on company letterhead (if applicable).
3. Proof of any other valid licenses, permits or certificates as may be required.

c. APPLICATION RECEIVED AT INTERNAL AFFAIRS:

1. All CCW applications shall be date stamped upon receipt. The applicant's name and application receipt date shall be recorded in the CCW Standard Diary.
 2. An information sheet will be prepared for each applicant. The following actions are performed and recorded on the information sheet: Applicant's name and aliases are checked in CORPUS for local criminal history. New applicants shall be checked in AWS, CLETS and NCIC systems for criminal activity, and weapons will be checked in the Automated Firearms System (AFS). The authority for these queries is the CCW application. The results of each inquiry will be printed and placed in the applicant's file.
 3. Internal Affairs investigators will meet with the new applicant to review their documentation, explain their responsibilities as a CCW holder, further explain the process, and answer any questions. The investigator will conduct a background investigation. The investigator will then write a short summary and make a recommendation to continue or discontinue the process.
 4. The application will be evaluated for completeness and accuracy making appropriate notations for review by the Captain of Internal Affairs.
 5. The Captain of Internal Affairs will review the documentation and investigator's recommendation, and then review the application with the Sheriff. The Sheriff will determine if the justification is acceptable. If accepted, the process continues. If not, the applicant is notified via mail by the Law Enforcement Services Division Commander.
- d. APPLICANT NOTIFIED BY MAIL OF THE FOLLOWING:
1. Submit payment of all current processing fees (personal check or money order payable to the Alameda County Sheriff's Office).
 2. Contact the Internal Affairs Secretary and arrange for Live Scan fingerprinting and photograph. The Live Scan system will route the fingerprints to the California DOJ and FBI. A photograph must be taken every five years on renewals, or sooner if the applicant's appearance has changed.
 3. Submit proof of firearm safety course completion.
 4. Submit proof of firearm registration.
- e. PSYCHOLOGICAL SCREENING: Applicants shall be informed to contact our approved provider of psychological screening services. The cost of this examination is at the expense of the applicant.
- f. RANGE QUALIFICATION: The applicant will be scheduled for a 4-hour range qualification class. Failure to qualify on the first attempt requires a 30-day waiting period. Failure on the second attempt requires a one-year waiting period before reapplying. All range qualification will occur at the Sheriff's Regional Training Facility in Dublin, conducted by Sheriff's Range Masters.

- g. **LIABILITY INSURANCE:** The applicant will provide proof of \$1 million of personal liability insurance.
- h. **RECOMMENDATION:** The Captain of Internal Affairs will forward the completed file and recommendation to the Sheriff via the Law Enforcement Services Division Commander and Undersheriff. If approved by the Sheriff, a letter will be sent to the applicant by the Law Enforcement Services Division Commander, instructing the applicant to contact the Internal Affairs Secretary to pick up the license. The license is prepared by the Internal Affairs Secretary on the State approved form. The applicant's file is returned to Internal Affairs for filing and tracking.

D. RENEWAL APPLICATIONS:

- 1. The Internal Affairs Secretary will quarterly send reminder letters to CCW holders. This letter will include the information/documents required to complete the renewal process; e.g. ACSO Renewal Application, updated justification letter, firearms range dates, and check or money order for current renewal fees. Applications for renewal will be reviewed by the Internal Affairs office. Portions of a background check may be conducted as required. CORPUS and gun registration checks will be conducted with the results placed in the applicant's file.
- 2. The Captain of Internal Affairs will review the file to assure that all information is current and that justification for a CCW license remains valid. The Captain then forwards the file to the Sheriff via the Law Enforcement Services Commander and the Undersheriff.
- 3. The applicant will be notified by letter from the Law Enforcement Services Division Commander whether the license will be renewed. If approved, it shall be issued in the same manner as new licenses.

E. CHANGE OF ADDRESS:

- 1. A CCW licensee is required to notify the Captain of Internal Affairs of any change in their primary residence within 10 days (Section 12050 Penal Code).
- 2. A license may not be revoked solely because the licensee changes his or her primary residence.
 - a. Upon the licensee changing his or her primary residence to another county, the CCW license shall expire 90 days after they have moved. The licensee will need to contact the Sheriff or Chief of Police where the new residence is located to request a CCW license.
 - b. The Captain of Internal Affairs will notify DOJ of any reported change of residence.

F. CHANGE OF WEAPON:

A licensee may change their weapon at any time.

- 1. The licensee will contact the Internal Affairs Secretary with the new weapon information (i.e. make, model, serial number, caliber) and schedule a firearms range qualification date.

2. When the secretary receives notice of a passing score at the firearms range qualification, a revised license will be issued.

G. DISTRIBUTION OF LICENSE COPIES:

1. White: California State CCW License that is laminated and retained by the licensee.
2. Pink: Sheriff's Office copy of the license is retained in CCW files for 10 years.
3. Yellow: The State copy is forwarded quarterly to the California Department of Justice as follows:
 - a. A list of issued licenses and State fees required is created (from the yellow copies of the CCW licenses issued in the last quarter).
 - b. A request for a pay warrant is created and forwarded to Sheriff's Accounting/Auditor's Office.

IV. STATISTICS:

1. The Internal Affairs Secretary shall complete a monthly statistics report no later than the 3rd day of each month. Monthly statistics will reflect the following data:
 - a. Renewal notifications mailed
 - b. Renewal requests received
 - c. New applications mailed
 - d. New applications received
 - e. New application interviews
 - f. Range notifications mailed
 - g. Range qualifications scheduled
 - h. Renewal licenses issued
 - i. New licenses issued
 - j. Licenses revoked
 - k. Licenses denied
 - l. Licenses expired
 - m. Licenses surrendered
 - n. Applications withdrawn
 - o. Active licenses
2. A semiannual CCW report shall be prepared by the Internal Affairs Secretary and distributed twice yearly prior to the last day of January and July. This report is to

inform police administrators of citizens living within their respective jurisdictions that currently hold an Alameda County CCW License, and includes the reason(s) it was issued. Distribution of this report shall include; the Sheriff, the Law Enforcement Services Commander, the Captain of Internal Affairs, and the Police Chief/Sheriff of each city/county where a CCW license holder resides.

Alameda County Chiefs of Police and Sheriff's Association

POLICY STATEMENT

Subject: Conducted Energy Device
Less Lethal Energy Conducted Weapon

Adopted: 12 Oct 06

Revised: 9 Sep 10

Policy The use of a Conducted Energy Device (CED) or any energy-conducted weapon shall comply with department guidelines pertaining to the escalation and de-escalation of force. A CED shall be deployed in accordance with this directive and shall be used only when reasonably necessary to bring an incident under control.

Definitions *AFID Tags (Anti-Felon Identification):* Each time that an air cartridge is fired in a CED, 20-30 identification tags, called AFIDS, are dispersed. The tags are printed with the serial number of the cartridge and can be helpful in determining who fired the cartridge.

Central Information Display (CID): A two digit display near the rear sight of the CED that communicates the battery level, burst time countdown, illuminations status, and system diagnostics.

Conducted Energy Device (CED): A less lethal weapon that uses propelled wires to conduct electric energy to a subject.

Contact Drive Stun: Using the weapon as a stun gun via direct contact with the skin of the subject. The drive stun mode affects the sensory nervous system only, making it a pain compliance weapon that will not cause electro-muscular disruption.

Digital Pulse Controller (DPC): An internal circuit including the microprocessor of the CED and various support hardware. When the CED is fired, the DPC measures the time between each shaped pulse discharge from the weapon. The DPC then regulates the power of the pulse generator to maintain a constant pulse rate.

Electro-Muscular Disruption (EMD): The ability to stun and override the central nervous system, causing uncontrollable contractions of the muscle tissue.

Extended Digital Power Magazine (XDPM): Lithium energy cell used to power the CED.

Joules: Amount of energy in a single pulse.

Shaped Pulse™ Technology: A highly refined energy pulse that concentrates a small portion of energy to first penetrate the barrier while the majority of electrical charge is held in reserve, flowing freely through the barrier once the leading edge has penetrated.

Target Zone: Area of the body that would optimize the effectiveness of the CED.

T-Waves: The human nervous system communicates with simple electrical impulses. The CED technology uses similar electrical impulses called Conducted Energy Device Waves (T-Waves).

USB Dataport Function: For the CED the USB (Universal Serial Bus) Dataport Function stores time, date, duration, temperature and energy cell status of over 1500 firings. A USB interface is used to download information to a computer.

Procedures

- A. A CED is intended to serve as a less lethal weapon used to temporarily incapacitate a person by discharging an electric current that will cause electro-muscular disruption (EMD). It is not intended for use against a person who is engaged in passive resistance.
- B. Qualified law enforcement personnel shall only carry a department-issued CED, and shall carry the device only while on duty. Only departmentally-approved and issued air cartridges shall be used with the CED.

1. The CED will be carried in the "probe mode" but the "drive stun mode" may be utilized when appropriate.
2. The CED should not intentionally be targeted at a person's head, neck, chest or groin area unless a situation dictates that a higher level of injury risk is justified. While manufactures have generally recommended that reasonable efforts should be made to target lower center mass and avoid intentionally targeting the head, neck, chest, or groin; it is recognized that the dynamics of each situation and officer safety may not permit the officer to limit the application of the darts to a precise target area. As such, officers should take prompt and ongoing care to monitor the condition of the subject, if one or more darts strike the head, neck, chest or groin.

When used in "probe discharge mode," the CED is most effective when targeted at the subject's back, below the neck, when practical.

The laser shall not intentionally be directed at or into a person's eyes.

When used in the drive stun mode the CED should be activated against the muscle or nerve points in the subject person's front or back torso, sides, legs, arms or clavicle.

- C. Only authorized and qualified personnel may utilize a CED on a human subject. To be qualified to carry or use a CED, a person must:
 1. Successfully complete a departmentally approved training course within the preceding 12-month period.
 2. Be re-certified in accordance with each department's training policies.
 3. Carry the weapon in an approved holster upon his/her person.

4. Conduct a daily "spark test" to verify proper device operation.
- D. Whether in the probe mode or the drive stun mode, a CED may only be used to do one or more of the following:

1. Overcome resistance from dangerous, violent, or potentially violent subjects.

It is not necessary that a person strike or attempt to strike an officer to be considered physically threatening or violent. What is necessary is that an objectively reasonable officer has sufficient information (e.g. verbal threats, verbal defiance, or physical stance) to believe that a person is physically threatening and has the present ability to inflict harm.

2. Control, disable or subdue violent or potentially violent persons intent on harming themselves or others, based on the facts reasonably available to the officer at the scene at the time of the incident.
3. Disable a vicious animal that appears to present a danger to the officer or the public.

- E. Officers should attempt to convince a subject person to submit to lawful authority without the use of the CED. When practical, the subject and any other officers at the scene will be warned that the device will be used if the person does not comply.

Officers should be mindful that there may be limitations on the effectiveness of the CED and be prepared to transition to a different force option if necessary.

When a suspect is armed with a CED device and attacks or threatens to attack an officer, the officer may defend him/herself to avoid becoming incapacitated and risking the possibility that the suspect could gain control of the officer's firearm.

- F. Officers will evaluate the circumstances and the availability of alternative means to gain compliance before using a CED if there is reason to believe that an individual may be particularly susceptible to a secondary injury. Factors to be considered include, but are not necessarily limited to:

1. Pregnancy
2. Age – elderly persons or children
3. Individuals with known health problems
4. Persons who have received multiple CED discharges
5. Persons riding on self-propelled devices

G. Absent exigent circumstances, a CED will not be used:

1. To deliver more than four (4) applications, in either the drive stun or probe mode, from one or more energy conducted weapons.
 - a. No more than one officer should intentionally activate a CED against a person at the same time.
 - b. Officers should attempt to limit each discharge to no more than five seconds.
2. In potentially flammable or explosive environments.
3. On an individual exposed to flammable liquids or substances, including alcohol-based OC pepper spray.
4. As a prod or escort device, or as a pain compliance technique to overcome passive resistance or resistance that is below the threat threshold set forth in Part D, above.
5. To rouse unconscious, impaired, or intoxicated individuals.
6. On an individual operating a motorized moving vehicle or other machinery.
7. On an individual who could fall from a significant height.
8. On an individual in, or who could fall into, a body of water.
9. On a handcuffed person, unless that person poses an immediate threat to himself/herself or others.
10. To stop a suspect from swallowing potential evidence or to retrieve evidence a suspect is attempting to swallow.
11. On a fleeing suspect when flight is the sole justification for deploying the CED. The severity of the offense and totality of the situation should be considered before an officer uses a CED on a fleeing subject.

H. The principal objective after a CED has been utilized against a person is to provide any medical attention that the individual may require.

1. Officers shall evaluate a subject after each application of a CED and will secure him or her to minimize the threat of injury to any person. They will use particular caution to ensure that any restraint devices or techniques used to secure the individual do not impair his or her breathing.
 - a. Persons suspected of being under the influence of drugs, alcohol, or who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond physical characteristics, unusually high tolerance to pain (sometimes called excited delirium), or

who require a protracted physical encounter with multiple officers to bring them under control may be at an increased risk of sudden death; and as required by this policy, all subjects where a TASER was applied, either in the probe or drive-stun mode, shall be examined by qualified medical personnel as soon as practical.

2. A supervisor shall be advised of the CED discharge and shall ensure compliance with medical attention, custody, evidence gathering and reporting requirements set forth herein.
3. A suspect who has been subjected to a CED discharge shall be medically cleared at a hospital before being booked or housed in a detention facility. Depending on the situation, the supervisor may approve the immediate transport of a subject, via a patrol vehicle, to a hospital for that clearance but, more commonly, officers will request medical personnel (i.e., fire or ambulance) to respond to the scene to render aid to the subject before he or she is transported to the hospital. Only medical personnel should remove any probes that may be attached to a person.

A police officer shall inform the treating physician concerning the number of CED discharges that the person received. (If the individual received four or more applications, the officer shall request the treating physician to issue a signed medical release on an official hospital document. Such a document will help to avoid detention facility staff requiring a subsequent medical release before the person is booked.)

The officer will remain at the hospital until the person is medically cleared for housing at a detention facility (or until appropriate safeguards are established in the event the person is admitted to the hospital).

Detention facility personnel shall be advised that a CED was used during the arrest so that they will be alerted to monitor the subject for possible ill effects.

4. Probes shall be considered a "sharp" biological hazard and handled in accordance with departmental policy regarding blood borne/airborne pathogens exposure control. They shall be stored in a plastic "sharps" container, which, along with the spent cartridge and some identification aids, will be processed as evidence and listed on the relevant police report.
5. Photographs shall be taken of the cartridges and probes, all injuries, and the area of probe contacts. The photographs shall be booked into evidence.
6. Officers shall articulate in an appropriate report the specific justification for the initial application and any subsequent application(s) of an energy-conducted device against any person. In addition, the report shall set forth the following information pertaining to actions taken and notifications made:
 - a. Type of call
 - b. Time of arrival
 - c. Observation of subject's actions justifying activation of the CED.
 - d. Activation of the CED, to include type of activation (drive or probe) and whether more than one 5-second cycle was used.

- e. Location of probe, hits or drive stun activations.
 - f. The subject's response to the CED application.
 - g. Charges for which subject taken into custody.
 - h. Number and description of evidence photos taken.
 - i. First aid rendered to the person - by whom and what was done.
 - j. Name of medical facility to which subject transported for medical clearance.
 - k. The fact that the subject was transported and booked, and jail personnel were advised of CED activation.
 - l. Description of injuries sustained by the subject, the officer(s) or any other person.
 - m. Description of any weapons possessed by the subject.
- I. The person(s) assigned to maintain energy-conducted weapons in a department shall be responsible for the following tasks:
- 1. Log and track all energy-conducted weapons and related munitions in the department's possession.
 - 2. Upon notification that a CED has been discharged, download the discharge memory of the involved device for record keeping and prepare a supplemental report documenting the discharge memory. If there is a significant difference between the download data and the reported time the device was applied, review the actual police report of the discharge and advise the pertinent commander of any discrepancies.
 - 3. Perform random audits, inspections and tests of department CED equipment.
 - 4. Order and maintain adequate munitions and maintenance supplies.
- J. Department training personnel shall conduct annual audits of training records to ensure that all officers who carry energy conducted devices have attended and completed pertinent training and certification programs.

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

Subject: Cultural Awareness Training

Adopted: 9 Apr 92

Revised: 14 Oct 10

2010
UPDATE

Purpose Association member agencies strive to provide law enforcement to our communities with due regard to the racial and cultural differences of those we serve. As a result of an ever-changing population in our communities, training is necessary to assist agencies in identifying and responding to those cultural changes.

Background Diversity training remains an important priority for all California peace officers. As a result, Penal Code Section 13519.4(b) requires all new police officers in basic training to receive instruction on racial and cultural diversity in order to foster mutual respect and cooperation between law enforcement and members of all racial and cultural groups. The California Commission on Peace Officer Standards & Training (POST) develops and designs training to meet the mandates established by law, and the Commission continues to partner with the Simon Wiesenthal Museum of Tolerance to offer a variety of Tools for Tolerance programs designed for all levels of law enforcement personnel.

Policy Each member agency will adopt and adhere to the guidelines of the Commission on Peace Officer Standards and Training related to cultural awareness training mandates and opportunities. Adherence to the guidelines will enhance the coordination and consistency of cultural awareness training among law enforcement agencies of Alameda County.

Procedure Pursuant to California law, all sworn officers of member agencies shall participate in cultural awareness training as prescribed and certified by the Commission on Peace Officers Standards and Training (Penal Code 13519.4(b)). This mandate is minimally achieved by new officers attending the basic academy course and member agencies agree to schedule officers who did not receive training in the Regular Basic Course.

In addition to the basic academy cultural awareness training requirement, Penal Code Section 13519.4(g) mandates that every law enforcement officer in California to participate in expanded training on the subject of Racial Profiling. The curriculum shall include and examine the patterns, practices, and protocols that make up and prevent racial profiling. Member agencies agree to adhere to this mandate by ensuring all new officers, if not having received the training in a basic academy, are scheduled for the

training. Furthermore, each member agency agrees to follow the State requirement for peace officers to complete a racial profiling prevention refresher course every five years thereafter or on a more frequent basis if deemed necessary, in order to keep current with changing racial and cultural trends (13519.4(i)).

In addition to legally mandated cultural awareness training, member agencies should be aware of optional cultural diversity training opportunities, such as the the following diversity-based courses suggested by the Commission on Peace Officers Standards and Training:

- **Tools for Tolerance for Law Enforcement**, which helps law enforcement professionals explore the evolving role of law enforcement in a rapidly changing, increasingly diverse and complex society.
- **Tools for Tolerance for Command Staff**, focusing on the unique challenges facing command-level personnel and policy makers in an increasingly democratic and diverse society.
- **Police Response to Persons with Mental and Developmental Disabilities**. This curriculum, released in 2002, is designed to provide law enforcement with an insight into recognizing different developmental and mental disabilities. It focuses on providing officers with valuable tools to safely manage critical incidents as well as enhance positive interaction with persons who have these special needs.
- **Hate Crimes Investigation**. This program, designed for the investigator, uses hands-on experiential learning techniques for developing the skills needed to effectively interview, interrogate, and investigate hate-motivated crimes.

Alameda County Chiefs of Police and Sheriff's Association

POLICY STATEMENT

Subject Domestic Violence
Emergency Protective Orders

Adopted 14 Dec 88

Revised 12 Aug 93, 13 June 96, 12 Nov 2009

Policy The purpose of this policy is to address domestic violence as a serious crime against society and to assure victims of domestic violence the maximum protection from abuse which the law and those who enforce the law can provide. It is the intent of the Alameda County Chiefs of Police and Sheriff's Association that the official response to cases of Domestic violence shall stress the enforcement of the laws to protect the victims and shall communicate the attitude that domestic violent behavior is criminal behavior and will not be tolerated. It is not the intent of the Association to remove a peace officer's individual discretion where that discretion is necessary, nor is it the intent to hold individual peace officers liable for exercising such discretion.

Definitions Association policy statements are intended to serve as useful guidelines and members are urged to comply with them whenever possible. However, policy statements are not binding because it is recognized that each agency functions in a unique environment of local conditions, needs and perspectives. Moreover, it is understood that varying strategies and resource capacities may require adjustments to a specific policy statement to make it compatible with an agency's operations.

The following are guidelines for law enforcement response to domestic violence. These guidelines do not address child abuse or cases of domestic disputes where there is no domestic violence or criminal violation. Whenever the word "shall" is used, the appropriate legal citations are referenced. Whenever the word "should" is used, law enforcement agencies should consider the substitution of the word with "shall".

Under the law, "shall" means a mandatory obligation; the statutory interpretation of the word "shall" imposes a mandatory obligation while "should" is a statement of encouragement.

Department policies and procedures may be more specific and may supersede these guidelines. Relevant training on these guidelines should be provided to appropriate employees.

For clarification, guidelines are presented in full capitalization and explanatory information is set forth in lower case.

Penal Code Section 13700 provides the following definitions which are included for clear understanding of these guidelines.

"Abuse" means intentionally or recklessly causing or attempting to cause bodily injury, or placing another person in reasonable apprehension of imminent serious bodily injury to himself or herself or another.

'Domestic violence' means abuse committed against an adult or a fully emancipated minor who is a spouse, former spouse, cohabitant, former cohabitant, or a person with whom the suspect has had a child or is having or has had a dating relationship. For the purposes of this subdivision, 'cohabitant' means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, (1) sexual relations between the parties while sharing the same living quarters, (2) sharing of income or expenses, (3) joint use or ownership of property, (4) whether the parties hold themselves out as husband and wife, (5) the continuity of the relationship, and (6) the length of the relationship. (Amended by Stats 1993, c. 1230, AB2250).

"Officer" means any officer or employee of a local police department or sheriff's office, and any peace officer of the California Highway Patrol, the California State Police, the Department of Parks and Recreation, the University of California Police Department, the California State University and college police departments, as defined in Section 830.2 of the California Penal Code, a Housing Authority patrol officer as defined in subdivision (d) of Section 830.1 of the California Penal Code, or officers of the San Francisco Bay Area Rapid Transit District Police, as defined in subdivision (a) of Section 830.33 of the California Penal Code.

"Victim" means a person who is a victim of domestic violence.

"Family Violence" as defined in Penal Code Section 12028.5 has the same meaning as domestic violence and also includes any abuse perpetrated against a family or household member.

"Dual Arrest" means an arrest of more than one party involved in an incident of domestic violence.

Procedure

GUIDELINES, ALAMEDA COUNTY CHIEFS OF POLICE AND SHERIFF'S ASSOCIATION, RESPONSE TO DOMESTIC VIOLENCE

I

ENFORCEMENT OF LAWS

Guideline 1 – ENFORCE LAWS RELATING TO DOMESTIC VIOLENCE

It is the intent of the Alameda County Chiefs of Police and Sheriff's Association that the official response to incidents of domestic violence shall stress the enforcement of the laws to protect the victims and shall communicate the attitude that domestic violence is criminal behavior and will not be tolerated. Arrests of domestic violence offenders are mandatory if there is a protective order in place and a new offense is committed. While the arrest of domestic violence offenders is strongly encouraged if no protective order is in place, most departments in Alameda County have established mandatory arrest policies. Arrests are legally valid if there is probable cause to believe that an offense has been committed (PC 13701, as amended, effective 1/1/96). The following factors, for example, should not be used to avoid making an arrest.

1. Marital status or domestic violence relationship of suspect and victim.
2. Whether or not the suspect lives on the premises with the victim.

3. Existence or lack of restraining/protective orders.
4. Complainant's preference that an arrest be made, or not be made.
5. Occupation, community status and/or potential financial consequences of arrest.
6. Complainant's history of prior complaints.
7. Verbal assurances that violence will cease.
8. Complainant's emotional state.
9. Non-visible injuries.
10. Location of the incident (public/private).
11. Speculation that complainant may not follow through with the prosecution, or
12. That the case may not result in a conviction.
13. Assumptions that violence is more acceptable in certain cultures.
14. Language abilities or barriers and/or immigration status (lack of English language abilities on the part of the victim).
15. Sexual orientation, race or ethnicity of the parties.
16. Work or profession of the victim or perpetrator

II FELONY ARREST

Guideline 2 – MAKE AN ARREST WHEN THERE IS REASONABLE CAUSE TO BELIEVE THAT A FELONY HAS OCCURRED.

III **Guideline 3 – MAKE AN ARREST WHEN THERE IS REASONABLE CAUSE TO BELIEVE THAT A MISDEMEANOR HAS OCCURRED IN THE OFFICER'S PRESENCE OR THERE IS PROBABLE CAUSE TO BELIEVE THAT A MISDEMEANOR VIOLATION OF PENAL CODE SECTIONS 273.5, 243(e) or 273.6 HAS OCCURRED.**

- A. Legislation allows peace officers, in their discretion, and within the policy of their department, to make an arrest without a warrant for a misdemeanor assault or battery not committed in their presence when it is committed upon:
 1. A current or former spouse.
 2. A current or former cohabitant (Family Code § 6209 definition).
 3. A fiancé or fiancée.
 4. A person with whom the suspect currently is having or previously has had an engagement or dating relationship.
 5. A person with whom the suspect has parented a child.
 6. A child of the suspect or a child of one of the persons listed above.
 7. Any person who is 65 years of age or older and who is related to the suspect by blood or legal guardianship.
- B. Both of the following conditions must be present in order to make an arrest in this situation, pursuant to Penal Code § 836(d):

1. The peace officer has probable cause to believe that the person to be arrested has committed the assault or battery, whether or not it has in fact been committed.
 2. The peace officer makes the arrest as soon as probable cause to believe that the person to be arrested has committed the assault or battery arises, whether or not the offenses has in fact been committed.
- C. Pursuant to Penal Code Section 836(c)(1), arrest policies shall require the arrest of an offender if there is probable cause to believe that a protective order has been violated (P.C. 13701). The arrest shall occur regardless of whether the violation occurred in the presence or not in the presence of the officer.
- D. A field release (citation) may not be used in cases of domestic violence, specifically including Penal Code Sections §§ 273.5, 422, 136.1, 262, 646.9, 243(e)(1) and 273.6. (Penal Code § 1270.1)

IV DUAL ARRESTS

Dual arrests shall be discouraged but are not prohibited. (P.C.13701). Peace officers shall make reasonable efforts to identify and arrest only the primary aggressor, defined as the person determined to be the most significant aggressor, rather than the first aggressor. In identifying the primary aggressor officers shall consider:

1. The intent of the law to protect victims of domestic violence from continuing abuse.
2. The threats creating fear of physical injury.
3. The history of domestic violence between the persons involved.
4. Whether either person involved acted in self-defense.
5. The presence, use of or threat to use a weapon.
6. Access to firearms or other dangerous weapons.
7. A history of repeated, unwanted contact and/or stalking

The same considerations shall apply in situations where mutual protective orders have been issued. (P.C. 836(c)(3)).

V PRIVATE PERSON'S ARREST

Guideline 4 - AN OFFICER SHALL INFORM THE VICTIM OF THE RIGHT TO MAKE A PRIVATE PERSON'S ARREST, AS WELL AS HOW TO SAFELY EXECUTE THE ARREST, WHEN A CRIME WHICH DOES NOT MEET THE REQUIREMENTS FOR A FELONY ARREST OR A MISDEMEANOR ARREST FOR A VIOLATION OF A DOMESTIC VIOLENCE OFFENSE OR PROTECTIVE ORDER HAS BEEN COMMITTED OUTSIDE THE OFFICER'S PRESENCE. WHENEVER POSSIBLE, SUCH DISCUSSION SHALL BE HELD OUT OF THE PRESENCE OF THE SUSPECT. OFFICERS SHALL ARREST WHERE THERE IS PROBABLE CAUSE THAT A PROTECTIVE ORDER HAS BEEN VIOLATED (P.C. 13701(b)).

Guideline 5 - THE OFFICER SHALL ACCEPT A PRIVATE PERSON'S ARREST. OFFICERS SHOULD NOT DISSUADE VICTIMS FROM MAKING A LAWFUL PRIVATE PERSON'S ARREST.

VI REPORTING

Guideline 6 – SHALL WRITE A REPORT IN ALL INCIDENTS OF DOMESTIC VIOLENCE. THE REPORT SHALL BE IDENTIFIED ON ITS FACE AS A DOMESTIC VIOLENCE INCIDENT AND BE RETRIEVABLE. (THIS DATA MUST BE REPORTED MONTHLY TO THE DEPARTMENT OF JUSTICE, 13730(A) OF THE PENAL CODE.)

Guideline 7 – SHALL IDENTIFY IN THE REPORT IF WEAPONS WERE INVOLVED. (PENAL CODE SECTION 13730(A)). (THIS INFORMATION, INCLUDING NUMBER AND TYPE OF WEAPONS, MUST BE REPORTED TO THE DEPARTMENT OF JUSTICE AND IS PUBLISHED ANNUALLY).

Guideline 8 – SHALL IDENTIFY, IN THE REPORT, A NOTATION WHETHER THERE WERE ANY SIGNS THE ALLEGED ABUSER WAS UNDER THE INFLUENCE OF ALCOHOL OR A CONTROLLED SUBSTANCE. (13730 OF THE PENAL CODE.)

Guideline 9 – SHALL IDENTIFY IN THE REPORT WHETHER THERE ARE PRIOR REPORTS OF DOMESTIC VIOLENCE AT THE SAME ADDRESS INVOLVING THE SAME ALLEGED ABUSER OR VICTIM. (13730 OF THE PENAL CODE).

Guideline 10 – SHALL INDICATE IN THE REPORT IF THE VICTIM STATES THERE IS A HISTORY OF PRIOR VIOLENT ACTS.

Guideline 11 - SHALL INDICATE IN THE REPORT WHETHER A CHILD WAS PRESENT AND WITNESSED THE VIOLENCE.

Guideline 12 – SHALL NOTE WHETHER THERE IS A HISTORY OF REPEATED, UNWANTED CONTACT, THREATS AND/OR STALKING

Guideline 13 - SHALL PROVIDE THE VICTIM WITH THE CASE NUMBER OF THE REPORT, OR IF NOT IMMEDIATELY AVAILABLE, EXPLAIN TO THE VICTIM HOW THE NUMBER MAY BE OBTAINED. (PENAL CODE SECTION 13701(h))

Guideline 14 - SHALL PROVIDE THE VICTIM WITH A RESOURCE CARD OR BROCHURE PURSUANT TO PENAL CODE SECTION 264.1

VII RESTRAINING/PROTECTIVE ORDERS

There are different types of restraining/protective orders issued by courts in domestic violence situations. Penal Code Section 13710 requires law enforcement agencies to maintain a complete and systematic record of protective orders with respect to domestic violence incidents, restraining/protective orders, and proofs of service in effect. The section also requires that the systematic record shall be used to inform law enforcement officers responding to domestic violence calls of the existence, terms, and effective dates of protective orders in effect.

There are three types of restraining/protective orders:

1. Emergency Protective Orders are obtained by a peace officer from the superior court. The orders are obtained by phone and are valid for 5 days, or 7 days if a weekend is involved.

2. Civil Court Restraining Orders are obtained by victims from various departments within the civil court. Temporary restraining orders are issued by the court ex parte on an application by a party and are valid for 14 days or longer, as prescribed by the court. Permanent restraining orders are issued after a hearing in front of a judge and are valid for up to 10 years, as prescribed by the court. All civil restraining orders must be served on the restrained person in order for them to be valid.
3. Criminal Protective/Stay-Away Orders are issued by the criminal courts.

All three of these protective orders are enforceable in any court, regardless of where they are issued (Family Code 6381) The Federal Violence Against Women Act requires states to enforce restraining orders issued in other states. (H.R. 3355. 103d Cong. 2d sess. 1994). These orders remain valid regardless of the actions of the protected person. For example, an order remains valid even if the protected person allows the restrained party back into a residence.

ALL PROTECTIVE ORDERS HAVE A FIREARM PROHIBITION CLAUSE that prohibits the restrained person from owning, possessing or accessing firearms or ammunition for a period of 10 years.

Guideline 15 – REQUEST EMERGENCY PROTECTIVE ORDERS WHEN APPROPRIATE

Family Code Section 6241 requires that at least one judge, commissioner or referee be reasonably available to orally issue, by phone or otherwise, an ex parte Emergency Protective Order when a law enforcement officer asserts reasonable grounds to believe that a person is in immediate and present danger of domestic violence, or when a child is in immediate or present danger of abuse from a household member, as defined by the Family Code. Such an order may also exclude the suspect from the premises and determine temporary custody of minor children.

A. Ascertain Need for Emergency Protective Order

1. When the officer has reasonable grounds to believe a person is in immediate and present danger of domestic violence, or a child is in immediate and present danger of abuse by a family or household member, the officer shall inform the complainant, or the parent or guardian if the victim is a minor, as to the availability of emergency protective orders. Regardless of the victim's preference, the officer may request an ex parte emergency protective order from the on-call judge. (Family Code Section 6275(a))
2. Officers shall request an emergency protective order if they believe that the person asking for such an order is in immediate and present danger. (Family Code Section 6275(b)).
3. Officers should make this determination based on the complainant's allegations of a recent incident of abuse or threat of abuse.
4. Officers may request an emergency protective order whether or not the suspect is present or has been arrested.

5. If a protective order is issued, officers shall inquire about possession or access to any firearms and/or weapons. All firearms shall be seized or relinquished by the owner within twenty-four (24) hours of the order (Section 527.9 CCP).
6. The following are examples of situations in which it may be appropriate to request the issuance of an emergency protective order:
 - a. The suspect is being arrested for a charge related to a domestic violence incident.
 - b. The suspect has a history of domestic violence.
 - c. The victim expresses fear of retaliation or further violence.
 - d. Threats of serious danger have been made to the victim or to the victim's family.

B. Request Emergency Protective Order

1. The officer shall contact the judge, commissioner or referee designated to be on-call to issue emergency protective orders by telephone or otherwise and assert grounds for the belief that the order is appropriate.
2. Upon oral issuance of the order by the on-call judge, the officer requesting the order shall reduce it to writing, using the Judicial Council form provided, and sign the order.

C. Issued Orders

1. The officer shall serve a copy of the emergency order on the restrained party, if the party can reasonably be located.
2. The officer shall give a copy of the emergency order to the protected party.
3. The officer who requested the emergency order shall carry a copy of the order while he or she is on duty. (Family Code 62731)
4. A copy of the emergency order shall be filed with the court as soon as practical after issuance.
5. An emergency protective order is valid for five court days after the day of issuance, but never longer than seven calendar days following the day of issuance.
6. Officers shall inquire about possession or access to any firearms and/or weapons. All firearms shall be seized.

D. Officer Immunity

1. A law enforcement officer who acts in good faith to enforce an emergency protective order is not civilly or criminally liable. (Family Code Section 6272(b)).

Guideline 16—VERIFY AND ENFORCE RESTRAINING/PROTECTIVE ORDERS

Penal Code Section 13710 requires law enforcement agencies to maintain a complete and systematic record of all protective orders with respect to domestic violence incidents, restraining/protective orders, and proofs of service in effect. The section also requires that the record shall be used to inform law enforcement officers responding to domestic violence calls of the existence, terms, and effective dates of protective orders in effect.

A. Verification of Restraining/Protective Orders

1. Whether a restraining/protective order is on file with the department or whether the complainant has a certified copy of the restraining/protective order in possession, or whether the order can be verified through the Department of Justice Domestic Violence Restraining Order System (DV ROS). (Family Code 6380. 6381. 6383)
2. All criminal protective orders are in CLETS. Pursuant to PC 136.2, protective orders, regardless of which form is utilized in court, are valid and shall be enforced.
3. Whether a restraining/protective order is still valid as to duration/time.
 - a. If there is no expiration date on a civil protective order, the order is valid three years from the date of issuance, with the exception of permanent orders issued pursuant to a divorce, which never expire.
 - b. An emergency protective order is valid for five court days after the day of issuance, but never longer than seven calendar days following the day of issuance.
 - c. The duration of criminal protective/stay-away orders varies with each order.
4. Whether the proof of service or prior notice exists or that the suspect was in court when the order was made.
5. The terms of the restraining/protective order.

B. Arrest Criteria and Enforcement Procedures

1. A violation of a restraining/protective order is a misdemeanor under Penal Code Sections 166 and 273.6(a) and may be a felony, under Penal Code Section 273.6(d), 646.9 or 136. An arrest shall be made when there is reasonable cause to believe the subject of the restraining/protective order has violated the order, and any of the following conditions is met (P.C. 13701):

Domestic Violence
Emergency Protective Orders

The existence of the order and proof of service on the suspect have been verified by the officer.

The complainant produces a valid copy of the order bearing a file stamp of a court and a proof of service on the subject.

The existence of the order has been verified by the officer. No proof of service is required if the order reflects that the suspect was personally present in court when the order was made.

The existence of the order has been verified, and there is proof that the suspect has previously been admonished or served a copy of the order.

2. When an officer verifies that a restraining/protective order exists, but cannot verify proof of service or prior knowledge of order by suspect, he or she should:
 - a. Inform the subject of the terms of the order.
 - b. Admonish the subject of the order that he/she is now on notice and that the violation of the order will result in arrest. If the subject continues to violate the order after being advised of the terms, an arrest should be made. Oral notification to the respondent of the terms of the order shall be sufficient notice for enforcement of the restraining order. (Penal code 136.2, 273.6 and 12021(g), Family Code 6383(e)).
 - c. If the subject complies after admonishment of the terms, the officer shall make a retrievable report pursuant to Penal Code Section 13730(c) showing that the subject was admonished/advised of the terms of the order, the specific terms of the order, the name of the admonishing officer, time and date. The department's copy of the restraining/protective order will be updated to reflect the admonishment information listed above. The notice of service shall immediately be transmitted to the California Department of Justice Domestic Violence Restraining Order System.
 - d. At the request of the protected party, the officer shall comply with all of the above.
 - e. If a protective order is issued, the officer shall inquire about the restrained person's possession or access to any firearms and/or weapons. All firearms shall be seized or, if unable to be seized, the officer shall advise the restrained person that all firearms must be relinquished within twenty-four (24) hours (Section 527.9 CCP).
3. In the event the subject has left the scene of the incident, an investigation should be made to determine if a crime has been

committed. Penal Code Section 13730(c) and 13701(h) require that a retrievable report shall be made and complainant shall be advised of the follow-up criminal procedure and case number of the report.

C. Order Not Verifiable

When the victim is not in possession of the restraining/protective order, and/or in case of computer error, officers may not be able to confirm the order's validity.

Penal Code Section 13730(c) and 13701(h) requires that an officer write a report, give the victim the police report number and direct the victim to contact the appropriate department unit for follow-up information.

When an order is not verifiable through the verification procedure, officers shall advise the victim of the right to make a private person's arrest for the violation of the restraining/protective order.

Guideline 17 – VERIFY AND ENFORCE CRIMINAL PROTECTIVE/STAY-AWAY ORDERS. ALL CRIMINAL PROTECTIVE ORDERS TAKE PRECEDENCE OVER ANY OTHER ORDER BY THE COURT

A. Verification of Stay-Away Orders

A stay-away order is issued in a criminal case where the probability of victim intimidation exists and violation of such is a misdemeanor under Penal Code Section 166. In domestic violence incidents where a person advises an officer that a criminal protective/stay-away order has been issued, the officer should attempt to ascertain the terms and validity of the order.

1. Request the victim to show a copy of the order. Verify, through the department, that the subject is under the court's jurisdiction, or
2. Verify, through the department, that a criminal/protective stay-away order has been issued against the subject, or
3. Effective July 1, 1996, verify through the California Department of Justice Domestic Violence Restraining Order System, or
4. Verify through CLETS or CRIMS that a criminal protective stay-away order has been issued against the subject

B. Arrest Criteria and Enforcement Procedures

1. When the order has been verified, officers shall effect an arrest if the subject has violated any terms of the order. The report should note the specific violations of the order, and the victim shall be given the police report number for reference pursuant to Penal Code Section 13701(h).
2. A violation of the order is a violation of Penal Code Section 166. This violation can be added to other charges such as assault or battery.

3. An act of victim intimidation relating to the court proceedings is a violation of Penal Code Section 136 et seq. Examples of intimidation include:
 - a. Attempting to prevent or dissuade a victim from attending or giving testimony at any proceeding is a misdemeanor.
 - b. Attempting to prevent or dissuade a victim from attending or giving testimony by using force or by expressing or implying threat of force or violence related to the court proceeding is a felony.
 - c. Possession or access to any firearms is prohibited under PC 136 et seq. All firearms shall be seized.

C. Order Not Verifiable

1. When the victim is not in possession of the criminal protective/stay-away order, and/or in cases of computer error, officers may not be able to confirm the validity of the order.
 - a. Penal Code Section 13730(c) requires that officers write a report, give the victim the police report number and direct the victim to contact the appropriate department unit for follow-up information.
 - b. When an order is not verifiable through the verification procedures, officers should advise the victim of the right to make a private person's arrest for the violation of the restraining/protective order.

VIII TENANCY

Guideline 18 – REQUEST A PERSON WHO IS NOT IN LAWFUL POSSESSION OF THE PREMISES TO LEAVE THE PREMISES WHEN: (1) THE COMPLAINANT IS IN LAWFUL POSSESSION OF THE PREMISES, AND (2) THE COMPLAINANT HAS REQUESTED THAT THE PERSON LEAVE THE PREMISES.

IX VICTIM ASSISTANCE

Guideline 19 - THE VICTIM SHALL BE PROVIDED A CARD DETAILING HIS/HER RIGHTS UNDER THE LAW (Marsey's Law/California Constitution Article 1, Section 28) AND INFORMED OF HIS OR HER RIGHT TO HAVE AN ADVOCATE AND SUPPORT PERSON PRESENT DURING LAW ENFORCEMENT INVESTIGATIONS (THAT WHICH IS BEYOND THE INITIAL INVESTIGATION AND EXCLUDING THE INITIAL INVESTIGATION PERIOD). (PENAL CODE SECTION 679 ET SEQ.).

Guideline 20 - ASSIST IN OBTAINING APPROPRIATE MEDICAL ATTENTION IF A COMPLAINANT CLAIMS INJURY, WHETHER VISIBLE OR NOT.

Guideline 21 - ASSIST IN MAKING ARRANGEMENTS TO TRANSPORT THE VICTIM TO AN ALTERNATE SHELTER IF THE VICTIM EXPRESSES A CONCERN FOR SAFETY OR THE OFFICER DETERMINES A NEED EXISTS.

Guideline 22 - STAND BY FOR A REASONABLE AMOUNT OF TIME WHEN A COMPLAINANT OR A SUSPECT REQUESTS LAW ENFORCEMENT ASSISTANCE WHILE REMOVING ESSENTIAL ITEMS OR PERSONAL PROPERTY.

Guideline 23 – ASSIST VICTIMS IN PURSUING CRIMINAL OPTIONS, SUCH AS GIVING THE VICTIM THE REPORT NUMBER AND DIRECTING THE VICTIM TO THE PROPER INVESTIGATION UNIT. (P.C. 13701(c)(8))

Guideline 24 – PROVIDE THE FOLLOWING TO THE VICTIM IN WRITING.

- A. For further information about a shelter, you may contact

- B. For information about other services in the community, you may contact

- C. You have the right to ask the District Attorney or City Attorney to file a Criminal Complaint.
- D. You have the right to go to the Superior Court and file a petition requesting any of the following orders for relief at no cost:
 - 1. An order restraining the attacker from abusing the victim and other family members.
 - 2. An order directing the attacker to leave the household.
 - 3. An order preventing the attacker from entering the residence, school, business, or place of employment of the victim.
 - 4. An order awarding the victim or the other parent custody of or visitation with a minor child or children.
 - 5. An order restraining the attacker from molesting or interfering with minor children in the custody of the victim.
 - 6. An order directing the party not granted custody to pay support of minor children, if that party has a legal obligation to do so.
 - 7. An order directing the defendant to make specific debt payments coming due while the order is in effect. (If the parties are not married, the court can issue orders as to liens and encumbrances that come due while the order is in effect. This is not meant to include unsecured consumer debt.)
 - 8. An order directing that either or both parties participate in counseling.
 - 9. An order directing the suspect to batterer counseling.
 - 10. An order for restitution.
- E. You have the right to file a civil suit for losses suffered as a result of the abuse, including medical expenses, loss of earnings, and other expenses for injuries sustained and damage to property and any other related expenses incurred by the victim or any agency that shelters the victim.
- F. A statement informing the victim that despite the alleged abuser's arrest, the suspect may be released at any time.

- G. A "Victims of Domestic Violence" card which shall include, but is not limited to:
 - 1. The names and locations of rape victim counseling centers within the County, including those centers specified in Section 13837, and their 24-hour counseling service telephone numbers.
 - 2. A simple statement on the proper procedures for a victim to follow after a sexual assault.
 - 3. A statement that sexual assault by a person who is known to the victim, including sexual assault by a person who is the spouse of the victim, is a crime.
- H. Advise persons who are victims under the provisions of Penal Code Section 273.5 and/or 646.9 of their right to have their names and addresses remain confidential pursuant to Penal Code Section 293.

X. SEIZURE OF FIREARMS

Guideline 25 – SEIZE AND TAKE TEMPORARY CUSTODY OF FIREARMS OR OTHER DEADLY WEAPONS IN PLAIN SIGHT OR OBTAINED PURSUANT TO A CONSENT SEARCH WHEN THERE IS A THREAT OF VIOLENCE OR A PHYSICAL ASSAULT AT THE SCENE OF A FAMILY VIOLENCE INCIDENT. (PENAL CODE 12028.5)

- A. This provision of law is permissive and allows the officer to exercise discretion.
- B. No firearm seized pursuant to this section shall be held less than 48 hours.
- C. Provide the person from whom the firearm is taken a receipt describing the firearm and stating where and when it can be recovered.
- D. If a protective order or any order pursuant to PC Section 136 is issued, under no circumstances shall any firearm or ammunition be returned to the restrained person.
- E. If the seized firearm is not to be used as evidence in a criminal proceeding resulting from the domestic violence incident, or was not illegally possessed, it shall be made available for return no later than 72 hours five (5) business days after the seizure. One exception to the return of a firearm within 72 hours five (5) business days is found in P.C. 12028.5(e) which authorizes the department to initiate a petition in superior court to prohibit the release of a weapon where law enforcement has reasonable cause to believe that the return of the firearm or other deadly weapon would be likely to result in endangering the victim or person reporting the assault or threat. The agency must notify the owner of the weapon within 10 days of the seizure and initiate the petition.
- F. Check on court order requiring removal of weapon or prior conviction of any crime prohibiting possession and/or ownership of a firearm prior to release. (P.C. 12021(g))

XI OFFICER SAFETY

Guideline 26 – EXERCISE REASONABLE CARE FOR THE SAFETY OF OFFICERS AND PARTIES INVOLVED. NO PROVISION OF THIS GUIDELINE SHALL SUPERSEDE THAT RESPONSIBILITY.

XII TRAINING

Guideline 27 – PATROL OFFICERS SHALL HAVE AN UPDATED COURSE OF INSTRUCTION ON DOMESTIC VIOLENCE EVERY TWO YEARS. (PENAL CODE SECTION 13519)

XIII WRITTEN POLICY

Guideline 28 – EVERY LAW ENFORCEMENT AGENCY WILL HAVE WRITTEN POLICIES AND STANDARDS FOR DISPATCHER RESPONSE TO DOMESTIC VIOLENCE. (PENAL CODE SECTION 13702)

Alameda County Chiefs of Police and Sheriff's Association

Policy Statement

"NEW"

Subject: Drug Endangered Children (DEC) Protocol

Adopted: 14 May 09

Policy Alameda County law enforcement agencies shall utilize an interagency approach to ensure the protection of, and the proper response to, children found in drug environments. Participating law enforcement agencies will adopt and implement the guidelines laid out in the Alameda County Drug Endangered (DEC) Protocol, as encouraged per California Penal Code Section 13879.80.

Purpose To ensure the safety and protection of drug endangered children by improving communication and coordination of activities between law enforcement and other County agencies responsible for intervention and response.

Definitions CALICO: Child Abuse Listening, Interviewing and Coordination Center

Child Welfare Worker (CWW): An employee of the Department of Children and Family Services

DCFS: Alameda County Department of Children and Family Services, often referred to as Child Protective Services (CPS) or Social Services

Drug Endangered Children (DEC): Children found in a drug environment or suspected of exposure to, or potential exposure to, illegal drugs

EMS: Emergency Medical Services

DEC Case Categories

- A. Children encountered during drug investigations or who are suspected of exposure to illegal drugs shall be assessed and categorized as follows:

Level 1: Children living or encountered in settings where clandestine drug manufacturing labs are present, indicated by the presence of a functioning lab, a "box lab," or the existence of precursor chemicals, or

Children who show signs or symptoms of ingestion or intoxication, or are known to have ingested an illegal drug or are otherwise suspected of physical exposure to an illegal drug.

Level 2: Children living in or encountered in settings involving the use, possession, selling or transaction of drugs, but who show no signs of ingestion or harm.

Level 3: Children whose toxicology screen at birth is positive for any controlled substance.

Procedure

A. Law Enforcement—Level 1 and Level 2

1. Officers from the investigating law enforcement agency are responsible for the investigation of both the traditional drug case where drug endangered children are found as well as any related violations involving children, such as those pertaining to Penal Code Section 273a (a) & (b), and Health and Safety Code Section 11379.7.
2. Investigating officers are responsible for all related evidence collection, including but not limited to statements, photos, measurements, collection of contraband, medical reports, etc.
3. Investigating officers must notify the Department of Children and Family Services (DCFS) via the Hotline (510-259-1800) as soon as reasonably possible so that that agency may send a Child Welfare Worker, if staffing permits, and assist law enforcement personnel in the coordination of medical screening, removal of children from a home, transportation and so on.
4. Once the determination is made that the case falls under the DEC protocols, investigating officers will consult with DCFS to determine whether temporary custody of a child is appropriate per Welfare and Institutions Code Section 300.
5. In cases where a child has been left unattended, or where both parents or guardians are taken into custody, or where a parent or guardian cannot be located, law enforcement officers will notify DCFS and remove the child per Section 300 W&I.

If both parents (or guardians) are present at the scene and one parent (or guardian) is being detained but the other is not, officers will, at a minimum,

consult with DCFS by phoning the Hotline before leaving the scene to discuss the possibility of releasing the child to the available parent (or guardian).

6. The investigating officer should ensure that a medical assessment is completed, if appropriate.
 - a. In Level 1 cases, officers should call EMS to respond to the scene for an immediate medical assessment. The child should be transported via ambulance to Children's Hospital in Oakland, if possible. If EMS determines that more immediate medical care is necessary, the child should be transported via ambulance to the nearest emergency room facility.
 - b. In Level 2 cases, officers should consult with DCFS personnel to determine if a medical clearance is necessary before a child is transported to the Assessment Center. If one is needed, an effort should be made to have the clearance accomplished at Children's Hospital in Oakland.
7. Officers will coordinate with DCFS to transport the child to the Assessment Center and will notify intake personnel that the child is being entered under the DEC protocol.
8. Officers who plan to serve warrants in relevant cases and are aware that children may be present at the scene shall coordinate with DCFS so that the agency can plan for intake or respond to the location if staffing permits.
9. Officers will coordinate with DCFS to have joint interviews conducted at CALICO, if appropriate.
10. Reports will be written in a timely manner, designated as DEC cases and forwarded to DCFS in accordance with each agency's policy.
11. Officers will forward the case to the Alameda County District Attorney's Office for appropriate charging when the investigation is completed.
12. Each law enforcement agency will be responsible for tracking the number of DEC cases it investigates to assist in the formulation of future policies and best practices. The data will be separated into Level 1, Level 2 and Level 3 cases.

B. Law Enforcement—Level 3

1. Occasionally a hospital notifies law enforcement officers when a child is born with illegal substances in his or her system. Current California law does not recognize an infant's positive toxicology screen alone at the time of delivery to be sufficient basis for reporting child abuse or neglect and the Alameda County District Attorney's Office will not charge PC 273a solely on the basis of a positive toxicology screen, absent additional evidence of abuse or neglect. California Penal Code Section 11165.13 provides that, "...a positive toxicology screen at the time of the delivery of an infant is not in and of itself a sufficient basis for reporting child abuse or neglect. However, any indication of maternal substance abuse shall lead to an assessment of the needs of the mother and child pursuant to Section 123605 of the Health and Safety Code. If other factors are present that indicate risk to a child, then a report shall be made...to a county welfare or probation department, and not to a law enforcement agency."

California Health and Safety Code Section 123605 mandates that this assessment of the needs of the mother and child be done by a health practitioner or medical social worker before the infant is released from the hospital. If other evidence of abuse or neglect is discovered, law enforcement shall document such evidence and send the report to DCFS and the District Attorney's Office, as appropriate.

C. Alameda County Social Services

1. DCFS will, at a minimum, provide consultation to on-scene law enforcement personnel regarding the safety of children determined to fall under the DEC protocol.
2. If staffing permits, DCFS will immediately send a Child Welfare Worker to the scene of a DEC investigation, and it will accompany law enforcement officers on pre-planned warrant service as necessary.
3. DCFS will coordinate with law enforcement officers on medical screening decisions.
4. DCFS will coordinate with law enforcement officers on whether to take temporary custody of children per Section 300 W&I and/or in making temporary placements.
5. DCFS will coordinate with law enforcement officers on transportation of children taken into custody per Section 300 W&I.
6. DCFS will coordinate with law enforcement officers on joint CALICO interviews.

D. Medical Services

When possible, Children's Hospital in Oakland will be used to conduct medical assessments in DEC cases. Medical personnel will be advised that the child is to be handled under the DEC protocols. Treating medical personnel will use their clinical judgment to guide treatment of the child, based on signs and/or symptoms displayed and information provided by the child or an accompanying officer. The treatment will range from decontamination and admission to the hospital, to a general medical screen, including a urine toxicology screen.

E. CALICO

CALICO is responsible for conducting forensic interviews with children ages 2-17 in Alameda County, following the County's child abuse investigation protocol. CALICO will respond to requests for interviews from multi-disciplinary team members, with agencies cross-reporting and coordinating with one another when appropriate.

F. Alameda County District Attorney's Office

The District Attorney's Office will review and, when appropriate, file criminal charges and prosecute any drug-related child endangerment violations.

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

Subject Interagency Communications for Cross-Border Events;
Vehicle Pursuits; Critical Incidents

Adopted December, 2015

Revised

Policy In an effort to enhance public safety and interagency communication, the Alameda County Chiefs of Police and Sheriffs Association has established interagency communication guidelines to be utilized during incidents that cross jurisdictional boundaries.

Definitions EBRCS - the East Bay Regional Communications System is the radio communication system utilized by most agencies within Alameda and Contra Costa counties.

Patch - the connection of two different radio channels onto one channel for the purpose of shared transmissions.

PSAP - a Public Safety Answering Point or dispatch center.

Procedure Notifications

When incidents have the potential to cross over into other agencies' borders, notifications should be made in a timely manner and before units enter if practical. Notifications should include at least the nature of the incident, the number of officers involved, and the notifying agency should clearly communicate whether or not they need assistance. If appropriate, the notifying agency should provide contact information for the supervisor in charge of the event.

Initiating Agency

The agency in control of a pursuit or other critical incident that crosses into another jurisdiction's boundaries will retain control of the incident until the Watch Commander requests that the agency with immediate jurisdiction take control.

If both agencies agree, the initiating agency will transfer control of

communications and the incident to the agency with jurisdiction.

The Watch Commander from the agency with control will determine how to manage communications from the options below.

Options

1. Ask all involved units to turn to the controlling agency's primary or designated channel (if possible)
2. Ask all involved units to move to a mutual aid channel – the controlling agency must first obtain permission from the Alameda County Sheriff's Office to use a mutual aid channel.
3. The controlling agency may patch their own channel to the mutual aid channel after obtaining permission from the Alameda County Sheriff's Office.
4. If none of the other options are viable, agencies should remain on their own channel and provide a face-to-face interface for communications at the street level, while the dispatch centers will relay updates via phone to the other PSAP.

Unified Command

1. The controlling agency should establish and utilize unified command.

Plain Speak

1. An agency operating on another's channel or on mutual aid channels should use only plain speech for their radio communications. Radio codes should be avoided to limit confusion.
2. Unit identifiers should include the agency name and an identifier assigned by the agency and normally used by that unit to identify themselves, for instance "ACSO-42A2," to easily identify the units and the agency to which they belong.

Policy and Training

1. Once the procedure is adopted by the Alameda County Chiefs of Police and Sheriff's Association, each agency will be responsible for adopting these protocols into their own

- policies or procedural manuals. Each agency will be responsible for training their staff on the county-wide procedures as well as on agency-specific procedures.
2. The Alameda County Sheriff's Office will develop and coordinate a county-wide testing schedule, as outlined in Appendix A.:
 - Testing will occur on a monthly basis
 - Proctoring the test will rotate monthly to different agencies
 - Testing will include switching to a mutual aid channel and/or patching to a mutual aid channel.

Considerations

1. Some agencies identify their compass directions differently. Direction should be clearly established using landmarks and/or street and nearest cross street. For example units traveling on E 14th Street would say "traveling on E 14th Street, from 159th Avenue towards 160th Avenue."
2. When agencies are patched together on EBRCS and an officer needs help button is pushed, the controlling agency will receive the transmission. If unable to identify the operator, a roll call or similar tactic should be utilized to identify the officer in possible distress.
3. Switching channels during a pursuit may create an officer safety hazard; the timing of the channel switch should be considered to avoid this hazard.
4. Termination of pursuits rests with the controlling agency.
5. Supervision of the pursuit likewise rests with the controlling agency.
6. Considerations should be made by units operating in a non-standard uniform, including civilian clothes with a vest and/or undercover attire not immediately identifiable to other officers/deputies, to identify themselves as law enforcement:
 - a. Any unit who participates in a pursuit in a non-standard uniform shall advise dispatch of their own description, including physical descriptors and clothing description. Dispatch shall relay this information to all channels

participating in the incident, and ensure this information is passed on to other agencies who may be involved.

- b. Officers/deputies in non-standard uniforms shall also advise dispatch of any other information with regards to officer safety and identification, including descriptions of other units in non-standard uniforms and a description of their vehicle if using an unmarked unit.

Appendix A

Interagency Communications Training Plan

1. Testing the Interagency Communications plan will be done on the first Monday of each month. If there is a federal holiday the testing will be on the second Monday of the month.
2. The proctor of the test will rotate on a monthly basis and will be in alphabetical order of agencies on the EBRCS system.
3. The testing time will rotate each month, 0800, 2000 and 0300. This will allow each shift to test four times a year.
4. Prior to each test, the proctor agency will call the on-duty Alameda County Sheriff's Office Dispatch Supervisor to confirm ALCO Law 3 is available.
5. Each agency will have at least one unit switch to the ALCO Law 3 channel.
6. The Proctor agency will announce on the mutual channel that the testing is about to begin.
7. The Proctor agency will then patch their main channel to the mutual aid channel for a Roll Call.
8. The Proctor agency will call out each agency alphabetically. Each Agency should acknowledge the Roll Call with their Agency ID and Unit Number i.e. ACSO 13A1.
9. The Proctor agency will complete the Alameda Co Testing Roll Call form and send to Alameda County within a week of testing. Each year the testing records will be submitted to ACCPSA.
10. Once all Agencies have acknowledged the Roll Call the Proctor agency will announce, "The Interagency Communications test is complete. All agencies switch back to their main channels."
11. The Proctor agency will undo the patch of their main channel to the mutual aid channel and advise the on duty ACSO Dispatch Supervisor that the mutual aid channel is clear.
12. It is recommended that each agency sets an alert on the testing day to remind the dispatchers to participate.

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

Subject Freeway Violence: Reporting and Investigating Crimes of Violence on Freeways and Highways

Adopted 11 May 89

Revised 12 Aug 93

COMMENT

Policy All incidents of freeway violence involving crimes other than Vehicle Code offenses are the responsibility of the police department or the Sheriff's Department having jurisdiction of the location of the incident. The California Highway Patrol will respond to and investigate such incidents if the responsible agency is unable to respond.

All incidents of freeway violence involving Vehicle Code offenses on highways under California Highway Patrol jurisdiction are the responsibility of the CHP.

Definitions "Freeway violence" is an intentional act of violence directed against the person or property of another while on a highway.

Mere gestures or shouting do not constitute freeway violence unless accompanied by an act that includes the elements of a violation of the law.

Absent other evidence or witness statements, the subjective opinion of a person who alleges to be the victim of freeway violence is to be considered as a sufficient basis for initiating the procedures set forth below.

Procedure Dispatching

The law enforcement agency that initially receives a call pertaining to freeway violence should dispatch an officer to the scene whenever possible. (Responding officers can make on-scene decisions concerning questions of jurisdiction, thereby relieving communications personnel of that responsibility.)

Even though an officer is dispatched to the scene, the agency receiving the call should immediately notify another department if available information suggests that it has investigative responsibility for the incident.

Reporting

The CHP requires statistical information concerning freeway violence. Therefore, a department that investigates such an offense will forward the following information to the Vallejo Communications Center in a timely manner:

- a. Date, time and location of the incident.
- b. Vehicle and suspect identification or description.
- c. Nature of any weapons used.
- d. A brief description of the incident.

Reporting the foregoing information is not required if the call concerning the offense initially was received by the CHP and forwarded to the department investigating the incident.

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

" NEW "

Subject Interagency Communications for Cross-Border Events;
Vehicle Pursuits; Critical Incidents

Adopted December, 2015

Revised

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12. It is recommended that each agency sets an alert on the testing day to remind the dispatchers to participate.

ALAMEDA COUNTY CHIEFS OF POLICE AND SHERIFFS ASSOCIATION

POLICY STATEMENT

Subject Law Enforcement Funerals

Adopted 9 Mar 71

Revised 10 Jul 80, 12 Aug 93, 11 Mar 10

Background The Association understands the difficulty a law enforcement organization faces when one of its members suddenly or unexpectedly dies – particularly in the line of duty. The logistics of coordinating the funeral are understandably shadowed by the chaos and widespread grief that often grips the organization. In many cases, the impact of an officer's death is felt not only in the officer's department but also in neighboring agencies and in police departments across the country.

Policy This policy establishes a standardized protocol for Alameda County law enforcement agencies' handling of funeral services for line-of-duty deaths of peace officers and other agency employees, and for the deaths of former employees. The Association acknowledges that law enforcement executives are, as always, at liberty to make whatever decisions are in the best interest of their agencies.

Definitions For the purpose of this policy statement:

A County Law Enforcement Funeral Committee, established hereby this policy, is a group of local agency representatives whose primary function is to offer guidance, resources and support to a member agency trying to cope with the logistics of a police funeral. The Committee shall be composed of one appointed representative of each Association member agency. It is the desire of the Association that the Law Enforcement Funeral Committee be comprised predominately of members of the Chiefs' Operations Work Group (seconds in command), although member agencies may elect to appoint a different person from within its organization whose skills and expertise are best suited to contribute to the Funeral Committee's efforts.

Ceremonial Honors is comprised of an Honor Guard conducting a rifle salute, ceremonial folding of the Flag, and TAPS.

Full Honors is comprised of the Ceremonial Honors elements plus aircraft flyovers and equestrian elements.

Procedure

The affected agency's approach to planning or facilitating resources for a decedent employee's funeral should be dependent on several factors, including:

- a. Decedent's employment status
- b. Decedent's adherence to the ethics of the police service
- c. Expressed wishes of the deceased
- d. Expressed wishes of the family of the deceased
- e. Direction of the Agency Executive

Classification of Decedents: The Association adopts four classifications of law enforcement employees for the purpose of identification and discharge of the appropriate level of funeral ceremonies:

- SWORN: Duly sworn Peace Officers and Reserve Peace Officers;
- CIVILIAN: All other employees, including volunteers;
- RETIRED: All employees honorably retired on service or disability pensions;
- SEPARATED: Employees who have left the employ of an agency and whose welfare and whereabouts are of general interest to the agency or other government employees;

Classification of Events: The Association adopts four classifications of law enforcement related deaths:

Category I: Line of Duty Death of a Sworn Employee

A Category I death is a public event that denotes full, military-style, Honors. This category is reserved for sworn employees (including reserve officers) killed in the line of duty. A Category I funeral is intended for full rites and rituals consistent with tradition, good taste and the wishes of the immediate next of kin.

In the event the impacted agency does not have all the specialized resources needed for the conduct of a Category I funeral, (bugler, piper, helicopter, Master of Ceremonies, etc) members of the County Law Enforcement Funeral Committee should be contacted for assistance and advice.

Category II: Sworn / Non-Traumatic Death

Category II funerals are reserved for sworn personnel whose death is not the result of a traumatic, duty-related event. A Category II funeral may be a public event depending on its circumstances. It

denotes a reduced level of military-style honors to be determined by the Agency Head in consultation with the County Law Enforcement Funeral Committee. Category II funeral honors may include but should be limited to Ceremonial Honors - motor escort, rifle salute, ceremonial Flag Folding and TAPS.

Category III: Death of a Civilian Employee

A Category III funeral is generally a non-public event with limited Department involvement. A Category III funeral may include but should be limited to a motor escort, a static Honor Guard and an attendance policy identified by the Agency Head.

Category IV: Death of an Honorably Retired or Separated Employee

A Category IV death is an informational matter addressed through publication of a Death and Funeral Notice. The agency for which the employee last served may provide a static Honor Guard.

Funeral Schedule: While the Association agrees the planning and participation in a law enforcement funeral should be flexible to fit particular situations, member agencies agree to follow, to the extent possible and feasible, an agreed-upon Law Enforcement Funeral Schedule, included herein. This schedule outlines the general categorical concepts for planning a law enforcement funeral as a means to bring about consistency within the County.

The Association also recommends that member agencies adhere to the more specific detailed guidelines for implementing the various aspects of the Schedule.

Detailed Guidelines: The Association hereby gives charge to the County Law Enforcement Funeral Committee to develop and distribute detailed guidelines to assist member agencies in carrying out the standard protocols specified by the Funeral Schedule. These guidelines shall serve as a planning resource for affected agencies to use, and it shall provide detailed instructions regarding when and how steps of the funeral planning process should occur if desired.

Interagency Support: The Association acknowledges the significant volume of staff time and resources necessary to successfully host a police funeral. In many cases, fellow member agencies will need to assist by providing and/or coordinating the funeral and ceremonial resources. The Association recommends that the interagency sharing of resources be managed through the implementation of an Incident Command System (ICS) and coordination be done through the Law Enforcement Funeral Committee, in accordance with the Committee's Detailed Guidelines.

In the event allied agency safety personnel are needed to replace the affected agency's personnel attending an employee funeral (patrol officers, dispatchers, jailers, etc), the allocation of such personnel may be coordinated through the Law Enforcement Funeral Committee.

ALAMEDA COUNTY LAW ENFORCEMENT FUNERAL SCHEDULE

Schedule A	Schedule B*	Schedule C*	Schedule D*	Schedule E*
Death Watch	Honor Watch	Honor Watch	Color Guard	Outside Funeral (attendance only)
Honor Watch	Color Guard	Color Guard	Ushers (2)	
Color Guard	Pall Bearers	Pall Bearers		
Pall Bearers	Taps	Bagpipes		
Rifle Team	Bagpipes	(Police only)		
Taps	Ushers	Ushers		
Bagpipes	Flag Presentation	Flag Presentation		
Ushers	Motor Escort (4)	Motor Escort (2)		
Flag Folding	Procession			
Motor Escort (8)	Canines			
Procession				
Canines				

* Military veterans will be honored with the Rifle Team and Flag Folding upon request.

Employment Status	Circumstances	Schedule	Comment
Active Police Officer	Line of Duty	A	
Active Police Officer	Service Related	B	
Active Police Officer	Non-Service Related	C	
Active Police Employee	Line of Duty	C	
Active Police Employee	Service Related	D	
Active Police Employee	Non-Service Related	D	
Retired Police Officer (25+ Years of Service)		C	
Retired Police Officer (5-24 Years of Service)		C-D	1
Retired Police Employee		D	

Comments:

- The funeral schedule will be determined and annually reviewed by the Funeral Committee.
- Funeral services will be coordinated in concordance with agency policies and the guidelines of the Funeral Committee

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

Subject Missing Persons: Reporting and Investigating Missing Person Incidents
Adopted 21 Jun 84
Revised 17 Dec 86; 12 Aug 93; 14 Oct 10

Policy Complaints pertaining to missing persons will be received, reported and investigated without unnecessary delay or referral to another agency.

Definitions **The term "Missing Person" includes** any person whose whereabouts are unknown to the reporting party including, but not limited to, a child taken, detained, concealed, enticed away or retained by a parent in violation of Penal Code § 277.

Missing persons also includes any child who is missing voluntarily, involuntarily or under circumstances not conforming to his or her ordinary habits or behavior and who may be in need of assistance. Known and suspected runaways are considered missing persons.

The term "At Risk" Includes, but is not limited to, evidence or indications of any of the following:

- The person missing is the victim of a crime or foul play
- The person missing is in need of medical attention
- The person missing has no pattern of running away or disappearing
- The person missing may be the victim of a parental abduction
- The person missing is mentally impaired

The **"initial reporting agency"** is the department first contacted regarding the missing person that appropriately accepts the missing person report.

The **"responsible agency"** is the department having geographical jurisdiction of the missing person's residence if foul play is *not* suspected,

The **"responsible agency"** is the department having jurisdiction of the location where the evidence indicates that the activity occurred, regardless of the missing person's residence, if foul play *is* suspected.

Procedure The agency first contacted (initial reporting agency) concerning a missing person shall:

1. Accept any report, including any telephonic report, of a missing person, including runaways, without delay and shall give priority to the handling of these reports over the handling of reports relating to crimes involving property. (Penal Code § 14205).
2. Conduct a preliminary investigation and make an assessment of reasonable steps to be taken to locate the person.
3. If another agency is determined to be the responsible agency, the responsible agency will be notified of the investigation as soon as practicable.
4. If recommended or required by law or DOJ regulation, enter the missing person into the MUPS system and/or otherwise notify DOJ of the report.
5. If the initial reporting agency is also the responsible agency, they shall take full responsibility for all aspects of the investigation.
6. The responsible agency having jurisdiction over the missing person's residence normally will handle the case after the initial report is taken, however members of the initial reporting agency may assist in the investigation on a person who was last seen in its jurisdiction.
7. When the initial reporting agency takes a missing person report on a person who lives outside of its jurisdiction, the agency shall promptly notify and forward a copy of the report to the agencies having jurisdiction over the missing person's residence and where the missing person was last seen. If the missing person is under 16 or there is evidence that the person may be at risk, the reports must also be forwarded within 24 hours to the jurisdiction of the agency where the missing person was last seen. (Penal Code § 14205(c))
8. When the missing person is under the age of 21, the agency taking the initial report shall enter the person into the California Department of Justice Missing/Unidentified Persons System (MUPS) within four hours after accepting the report (42 USC 5779(a)). Entering a subject into MUPS automatically notifies the Department of Justice (DOJ) and the National Crime Information Center (NCIC) and populates their databases accordingly. To assist the Department of Justice, the entry must note if the case involves a person at risk or under 16 years of age.

The responsible agency shall:

6. Accept responsibility for the investigation and coordinate with the initial reporting agency for the purpose of transferring the related MUPS entry to the responsible agency.
 - a. DOJ and Penal Code regulations require the agency of residence to reenter the missing person into MUPS upon notification of their responsibility.
 - i. The DOJ Missing Persons Unit recommends the following procedure:
 1. The initial reporting agency will accept the missing person report and make the required MUPS entry.
 2. The initial reporting agency will send to the responsible agency documentation of the courtesy report that the initial reporting

agency has accepted. The documentation will note that the initial reporting agency will clear or cancel the MUPS entry and that the responsible agency is required to reenter the missing person into MUPS.

If the responsible agency does not enter the missing person into MUPS in a timely manner upon receipt of notice of responsibility from the initial reporting agency, the initial reporting agency is to notify the DOJ Missing Persons Unit,

Alameda County Chiefs of Police and Sheriff's Association

Policy Statement

Comment

Subject: Multiple Jurisdictions: Responsibility For Investigating Incidents Involving Two or More Law Enforcement Jurisdictions

Adopted: Jul 98

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- Policy** It is the policy of member departments to thoroughly investigate all serious incidents involving multiple jurisdictions or personnel from two or more law enforcement agencies.
- a. The investigation will be accomplished by the agency having primary jurisdiction over the geographical area in which the incident occurs.
 - b. If a serious incident takes place in two or more jurisdictions, each part of the incident will be investigated by the agency having primary jurisdiction over the geographical area in which that part occurs.
 - c. If an agency having primary jurisdiction over the geographical area in which an incident occurs lacks the necessary resources, it may request the agency having predominant involvement in the incident to assume responsibility for the investigation. In that case, the agency with primary jurisdiction will provide as much assistance as possible.
- Definitions** This policy statement applies to sworn officers, reserve officers and non-sworn employees who are on duty, and it applies to sworn officers who are off duty but assume an on-duty status to accomplish a police objective.
- For the purposes of this policy statement, a "serious incident" is one in which any law enforcement officer or employee identified in the preceding paragraph is involved and death or injury to any person results from events including, but not limited to:
- a. Intentional or accidental shootings, whether the police personnel are on or off duty.

- b. Vehicle collisions involving on-duty police personnel, or off duty personnel who are actively engaged in a law enforcement effort.
- c. Assaults on peace officers or other police personnel who are on duty or acting for a law enforcement purpose.
- d. Attempts by law enforcement personnel to make arrests or to otherwise gain physical control for a law enforcement purpose.
- e. Physical altercations, mutual combat, or domestic violence in which a law enforcement officer or employee is acting as a private citizen.
- f. Any fatal injury to a person who is in custody, except prisoners under a physician's treatment for a disease or other natural condition that was diagnosed prior to death and which does not involve custodial trauma, suicide or ingestion of toxic substances.
- g. Any fatal injury to a person who is in a law enforcement agency vehicle.
- h. Vehicular collisions which
 - (1) Result in a fatality
 - (2) Involve police gunfire at a vehicle
 - (3) Involve the use of an "enforcement intervention technique" (e.g. ramming, roadblocks, use of road spikes, etc.) to apprehend a suspect
 - (4) Involve vehicle pursuits that result in a collision between the vehicle being pursued and another vehicle, a pedestrian or another object. (This provision does not apply when the only collision involves the suspect vehicle and results from the use of enforcement intervention techniques.)

Procedure Investigation

A criminal investigation subject to this policy statement will be performed by investigators of the law enforcement agency having geographical jurisdiction of the location where the incident occurs. Pertinent officials of that agency will have the final authority regarding the manner in which the investigation is conducted.

- a. The criminal investigation will be conducted as soon as possible after the incident becomes known, and will take precedence over any administrative investigation that may be required by any other Association policy statement or policy of a member agency.

- b. A representative of the agency employing the involved law enforcement personnel will be afforded the opportunity to monitor the investigation, be present during questioning regarding the incident and, within a reasonable period of time, to have access to all materials and documents pertinent to, or generated throughout the investigation.

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

Subject Officer-Involved Shootings: District Attorney Investigations

Adopted 9 Sep 93

Revised 9 Apr 09

Current

Policy Member agencies will notify the District Attorney's Homicide Unit as soon as possible whenever a death, or bodily injury with serious risk of death, results from an officer-involved shooting. The agency and the District Attorney's Office will conduct separate investigations of the incident.

The District Attorney investigation will be complete and independent of the police agency investigation, and will include all efforts deemed necessary to decide whether or not charges are to be filed.

Definitions Notification shall include a brief description of the circumstances, the parties involved, and the agency officer in charge of the investigation. The District Attorney will be responsible for notifying specific attorneys and investigators to be assigned to such investigations.

The police agency will retain original and primary jurisdiction of the case but will cooperate with the District Attorney's investigators.

District Attorney investigative activities will not interfere with the agency's investigation.

The police agency will be responsible for making any initial public statements regarding the incident. The District Attorney may confirm that an investigation is being conducted, but will make no other public statements regarding the incident or investigative conclusions until the District Attorney's inquiry is completed. In most cases, that investigation will not be concluded for at least 30 days.

All investigative reports, documents and statements pertaining to the investigation will be shared by the police agency and the District Attorney.

Upon request, the U.S. Attorney will have access to all legally available District Attorney reports produced in the investigation and other investigative reports and materials as may be appropriate.

Procedures As soon as possible and consistent with agency responsibilities, the officer in charge at the scene of an officer-involved shooting will provide District Attorney investigators with:

1. A summary of all available information pertinent to the investigation.
2. An opportunity to observe the scene and to take measurements and photographs.
3. An opportunity to observe and photograph all physical evidence.
4. An opportunity to interview all known relevant citizen witnesses.

As soon as possible and consistent with investigative requirements, the police agency will take formal, memorialized statements from the officer or officers involved in the shooting and will allow the assigned District Attorney personnel to be present during the taking of the statements.

1. At a minimum, District Attorney investigators will be allowed to submit questions in writing, to be propounded to the involved officer(s) by the person conducting the inquiry.
2. With the consent of the officer or officers involved in the shooting, District Attorney investigators may take formal, recorded statements from the officer(s) and from all agency personnel who are witnesses or who have information relevant to the incident.

The officer in charge of the case will review the progress of the investigation with the assigned District Attorney personnel and will conduct any follow-up investigation which, upon consultation, appears to be appropriate. The District Attorney will provide all legal and investigative support needed for such investigation.

The District Attorney will provide a written report to the police agency when the District Attorney investigation is completed. The report will provide:

1. A narrative of the investigative findings as to the factual circumstances of the incident,
2. A statement of the relevant law, and
3. A conclusion as to whether or not charges will be filed.

All other relevant reports and investigative materials prepared or developed by District Attorney personnel will be retained by the District Attorney and will be available to the police agency upon request.

Alameda County Chiefs of Police and Sheriffs Association

POLICY STATEMENT

comment

Subject Orientation: Practical Orientation for New Chiefs
Adopted 26 Nov 84
Revised 12 Aug 93

Policy The Association will provide a practical orientation for newly appointed chief law enforcement officers of member departments.

Definitions The practical orientation will be presented in accordance with an outline that is suitable for both a new, inexperienced chief law enforcement officer and an experienced chief law enforcement officer who has not previously occupied such a position in Alameda County. The outline, appended as Pages 2, 3 and 4 of this Policy Statement, constitutes a guideline only and may be modified to meet the apparent needs of the persons receiving the information.

Procedure The Executive Coordinator is responsible for scheduling and convening practical orientation sessions.

The President will assign incumbent members, in such number as he/she may choose, to serve on each orientation panel.

Practical Orientation

Outline

Association

1. History, makeup, roles, tasks, expectations, annual dues
2. Bylaws
3. County-wide policy statements

Police Agencies and Resources

1. Overview of police agencies in the County
2. Police-related resources: County, regional, state, federal, private
3. How to obtain confidential advice when needed
4. The County Criminal Justice System
5. Crime trends throughout the County
6. P.I.N. and C.O.R.P.U.S.

Local Agency Overview

1. Council and manager relationships, pitfalls
2. Local power base
3. Relationships with other city departments within the jurisdiction

Legal Issues

1. General law and charter city requirements
2. Legal mandates
3. Permits and issues: CCWP, gambling, etc.
4. Personnel records; Pitchess Motions
5. Personnel disciplinary actions; due process; Skelly process
6. Labor contracts, MMB
7. Other personnel practices
8. Peace Officer Bill of Rights

9. Chief's rights

10. Liability

General Issues

1. Press relations

2. Chief as a manager-supervisor

3. Future trends in policing

4. General "do's and don'ts," pitfalls

5. Department policies

6. Budget strategies

7. Practical delegation

8. Assessment of the organization; staff, programs and community needs

9. No confidence votes

10. Officer-involved shootings

11. "Do's and don'ts" of community relations

12. Internal Affairs

13. Vice and intelligence

14. Executive stress

15. Career development for the Chief

16. P.O.S.T and D.O.J. as resources

Open Discussion

CITY COUNCIL REVIEW / APPROVAL BINDER

**BERKELEY POLICE DEPARTMENT
 AGREEMENTS, LETTERS AND UNDERSTANDINGS RE
 MUTUAL AID, INFORMATION SHARING AND COOPERATION
 WITH OTHER LAW ENFORCEMENT, MILITARY ENTITIES, AND
 PRIVATE SECURITY ORGANIZATIONS
 (Berkeley Municipal Code §2.04)**

Item #	1.7
Title:	LOCAL: BAY AREA RAPID TRANSIT (BART) POLICE DEPARTMENT
Type:	Written Agreement
Approvals:	Initial: March 12, 1974* / Current: July 23, 2018
Summary:	<p>Bay Area Rapid Transit Bay Area Rapid Transit (BART) Police Department is responsible for investigation of criminal incidents occurring at BART-owned or leased properties within Berkeley (e.g., BART stations, parking lots, subterranean rail system, lease commercial spaces). As BART PD generally does not engage in enforcement action in areas outside BART jurisdiction, Police Department personnel generally refrain from law enforcement activity on BART properties.</p> <p>In an emergency or critical incident, the Police Department may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols (ref. Item #2-13 and General Order M-2). Pursuant to common professional courtesy and County protocol (ref. Item 1-2), the Police Department cooperates and share information with BART PO in the interest of criminal justice and public safety. Subsequently, a formal Operational Agreement was developed to further clarify jurisdiction, synchronize collaborative enforcement procedures, and resolve operational conflict.</p>
Rationale:	Historically, general understandings reflected in independent agency documents were sufficient in support of the law enforcement mission and promotion of public safety. A single written agreement improves the Police Department's ability to function efficiently and effectively in the provision of law enforcement services.
Cost:	Cost factor is neutral; no extraordinary fiscal commitment
Recommendation:	Continued approval

OPERATIONAL AGREEMENT

between

BERKELEY POLICE DEPARTMENT and BART POLICE DEPARTMENT

PURPOSE

This Operational Agreement codifies a cooperative professional association between Berkeley Police Department (BPD) and Bay Area Rapid Transit Police Department (BART PD). The purpose of this association is to promote public safety and the interests of law enforcement in areas of common jurisdiction and collaborative activity. To this end, each agency agrees to abide by the jurisdictional protocols and operational procedures described hereafter.

LEGAL AUTHORITY

Pursuant to Penal Code §830.1 and Penal Code §830.33(a), police officers of both agencies shall have the authority to exercise peace officer powers at all times within the political subdivisions each represents.

OPERATIONAL JURISDICTION

BART maintains transit stations, rail and related support systems, and commercial business space in the City of Berkeley. For transit station and commercial space location information, refer to Appendix-A attached to this Operational Agreement.

Rail tracks associated with the BART transit system are primarily subterranean, descending from above ground rail structures in the area of Martin Luther King Jr. Way and 63rd Street near the Oakland-Berkeley border, and Peralta Street just north of Hopkins Street in north central Berkeley. Above ground rail structures lead southward and northward, respectively, from these areas. Ashby and North Berkeley Stations both have ground-level parking lots for use by BART patrons.

While BPD and BART PD share jurisdictional authority within each other's political subdivisions within the City of Berkeley, BART PD will have primary responsibility for all police operations and investigations upon and within the BART stations, trains, structures, parking lots and BART right of way, including elevated, subterranean, and at grade track way.

BPD will have primary responsibility for law enforcement activity in or on the areas below elevated tracks, areas immediately outside of BART properties (whether fenced or open), and public sidewalks, streets, and all other areas over or immediately surrounding BART stations, parking lots, subterranean tracks and properties within the City of Berkeley.

BPD officers should not engage in routine patrol of BART stations or parking facilities. BPD will provide support services to BART PD, whether based on an on-view event or upon request for assistance for incidents occurring on BART property within Berkeley. BPD involvement may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of BART PD personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

BART PD officers should not engage in routine patrol in areas where BPD has primary jurisdiction. BART PD will provide support services to BPD, whether based on an on-view event or upon request for assistance for incidents occurring within BPD's jurisdiction. BART PD involvement may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of BPD personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

The operational protocols within this agreement do not preclude the provision of assistance or sharing of information accomplished in the course of common law enforcement activity, and in accordance with professional courtesy.

An operational conflict which cannot be resolved by on-scene personnel will be presented via the Chain of Command to the attention of each department head. The Chiefs of Police will be responsible for the cooperative review of the issue and for providing direction to their respective subordinates to avoid future conflict.

In the event of a major incident within a BART station, rail tubes, or properties which results in the activation of BART's Emergency Plan, BPD agrees to cooperate and render requested assistance in accordance with that plan.

INCIDENT COMMAND AND CONTROL

When operating jointly, the ranking officer whose Department has operational jurisdiction will have command and control responsibility. This standard operational protocol may be modified or suspended by mutual agreement if doing so is in the interest of public safety or law enforcement effectiveness.

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

MISCELLANEOUS SERVICE

When requested by BPD for a bona fide public safety or law enforcement purpose, BART PD Communications Center staff will facilitate control of BART train activity (i.e., communicating requests to the Operations Control Center for trains to hold, stop or be held outside of stations). BPD agrees to advise BART PD Communications Center anytime BPD personnel require entry to the BART track way. After notification to BART

PD, BPD personnel should wait for a confirmation that train movement has been stopped prior to entering the track way or any other restricted area.

When requested by BART PD, BPD Communications Center staff will dispatch a Berkeley Fire Department ambulance. The facilitation of ambulance services shall be in accordance with the provisions of relevant BPD policy.

ADMINISTRATIVE RESPONSIBILITIES

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 (i.e., "out-aid" reports, arrests, etc.) to facilitate accurate and comprehensive administrative tracking.

AUTHORIZATION OF AGREEMENT

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.



Andrew Greenwood
Chief of Police
Berkeley Police Department

1/18/18

Date



Carlos Rojas
Chief of Police
BART Police Department

1/12/18

Date

cc: Original #1, Berkeley Police Department
Original #2, BART Police Department

**APPENDIX-A
OPERATIONAL AGREEMENT**

between

BERKELEY POLICE DEPARTMENT and BART POLICE DEPARTMENT

The following are locations within the City of Berkeley owned or leased by BART wherein BART PD exercises primary law enforcement jurisdiction:

BART STATIONS


Ashby Station: Located below the 3000-3100 blocks of Adeline Street.
Berkeley Station: Located below the 2100-2200 blocks of Shattuck Avenue.
North Berkeley Station: Located beneath northwest of Delaware & Sacramento Sts.

OTHER FACILITIES:


Commercial Space (leased): 2150 Shattuck Avenue, Suite #400
Ventilation Structure: North side of 2000 block of Hearst Avenue, mid-block between Bonita Avenue and Milvia Street.

AUTHORIZATION OF APPENDIX-A

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.


Andrew Greenwood
Chief of Police
Berkeley Police Department

1/18/18
Date


Carlos Rojas
Chief of Police
BART Police Department

1/12/18
Date

CITY COUNCIL REVIEW / APPROVAL BINDER

BERKELEY POLICE DEPARTMENT
AGREEMENTS, LETTERS AND UNDERSTANDINGS RE
MUTUAL AID, INFORMATION SHARING AND COOPERATION
WITH OTHER LAW ENFORCEMENT, MILITARY ENTITIES, AND
PRIVATE SECURITY ORGANIZATIONS
(Berkeley Municipal Code §2.04)

Item #	3.4
Title:	FEDERAL: DEPARTMENT OF HOMELAND SECURITY, U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT (USICE)
Type:	RESCINDED
Approvals:	RESCINDED
Summary:	The agreement between the Berkeley Police Department and USICE was rescinded pursuant to City Council's recommendation on September 13, 2018.
Rationale:	
Cost:	
Recommendation:	