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February 6, 2025

BPC #24-284

The Honorable City Council
City of Los Angeles, Room 395
c/o City Clerk's Office
Los Angeles, CA 90012

Dear Honorable Members:

RE: UNIVERSITY OF SOUTHERN CALIFORNIA CAMPUS PROTEST AFTER-ACTION
REPORT, CITY COUNCIL FILE NO. 24-0537.

At the regular meeting of the Board of Police Commissioners held Tuesday, January 28, the Board APPROVED the Department's report relative to the above matter.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Rebecca Munoz".

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

November 5, 2024

1.14

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: UNIVERSITY OF SOUTHERN CALIFORNIA CAMPUS PROTEST AFTER-ACTION REPORT

RECOMMENDED ACTION

- I. That the Board of Police Commissioners REVIEW and APPROVE the attached After-Action Report.
- II. That the Board of Police Commissioners TRANSMIT the After-Action Reports to the City Council in response to Council File No. 24-0537.

DISCUSSION

On June 4, 2024, the City Council adopted the attached Public Safety Committee report instructing the Los Angeles Police Department to report to the City Council on its response to the college campus protests at the University of Southern California (USC) between April 24, 2024, and May 6, 2024. Attached is the After-Action Report for the response to the campus.

If additional information regarding this report is required, please contact Lizabeth Rhodes, Director, Office of Constitutional Policing and Policy, at (213) 486-8730.

Respectfully,



DOMINIC H. CHOI
Chief of Police

Attachments

BOARD OF
POLICE COMMISSIONERS
Approved *January 28, 2025*
Secretary *Rebecca Mung*

A Review of the Los Angeles Police Department's response to protests at the University Southern California between April 25, 2024, and May 7, 2024

INTRODUCTION

The Los Angeles Police Department (LAPD or Department) completes After-Action Reports (AARs) for all Unusual Occurrences (UOs) requiring an Event or Incident Action Plan or resulting in a Tactical Alert.¹ Per the Department's Emergency Operations Guide, AARs are "used for analysis and consideration in the development of planning and training for the control of future UOs." Additionally, an AAR "documents the activities of the Department in controlling an Unusual Occurrence (UO), and provides a vehicle for evaluating Department policy, procedures, and performance during the UO."

This AAR analyses and critiques the LAPD's response to the protests at the University of Southern California (USC) campus in the Spring of 2024. It is intended to assess the response of LAPD personnel only and is not intended as a critique of or comment on the actions of outside law enforcement agencies. The investigation into LAPD's response revealed LAPD responded at the request of USC Department of Public Safety. There were a few minor uses of force by LAPD personnel, however, in general the LAPD's role was to support USC Department of Public Safety (DPS).

In composing this AAR, outreach was conducted to the other agencies involved. However, due to other agencies conducting their own assessments of this event, cooperation and exchange of information was, at times, limited. This resulted in some holes in the timeline and descriptions of what occurred since LAPD was not able to obtain all information related to these events.

This report is only intended to assess the response of LAPD personnel and does not intend to critique the actions of outside law enforcement agencies.

BACKGROUND

On October 7, 2023, military action erupted in the Gaza Strip between Palestine and Israel. Ever since then, protests and gatherings of supporters for both sides have sprouted up around the United States particularly on the campuses of colleges and universities. At the end of April 2024, these gatherings began at the University of Southern California (USC) within the City of Los Angeles.

While USC rests in the City of Los Angeles, the USC campus is policed by the USC Department of Public Safety (USC DPS). The USC DPS has the primary responsibility to respond to crimes and incidents on campus along with an area of approximately 2 ½ square miles around the University Park Campus and 1 square mile around the Health Science Campus. The Los Angeles Police Department (LAPD or Department) patrols the surrounding areas and will respond to the USC campus at the request of USC DPS. Additionally, USC is a private university and reserves the right to restrict or prohibit access to university property as dictated by their campus access policies.

¹ Per the LAPD Emergency Operations Guide, Volume 1, a Tactical Alert "is the preliminary stage of the Department Mobilization Plan for Unusual Occurrences (UOs). It provides for the controlled redistribution of on duty personnel to achieve the personnel level necessary for control of a major police incident."

The Department and USC DPS have a Memorandum of Agreement (MOA) that outlines the relationship of the two organizations (See Addendum 1). The MOA does not specifically address public demonstrations. However, a public demonstration if large scale and newsworthy, is classified as a "reportable incident." The MOA states, in pertinent part:

*"In those cases where the incident constitutes . . . a **reportable incident as defined below**, USC shall immediately notify the Watch Commander of the appropriate patrol division where the incident occurred.*

*Note: USC DPS personnel shall not conduct either the preliminary or follow-up investigations of any "**reportable incident**" described below. In those instances, immediate notification shall be made to the Southwest Area Patrol Watch Commander or depending on the emergent circumstances, any on-duty, sworn LAPD personnel.*

A reportable incident shall include but not be limited to the following:

- **Incidents that if known would be considered newsworthy or could have a significant impact on the City of Los Angeles***
- **Any incident in which the LAPD determines to be in the best interest of the City of Los Angeles to handle"***

The MOA goes into further detail about tactical incidents. It states, "[i]t is agreed that all **SWAT, hostage, and/or tactical incidents**, as well as narcotic and vice investigations are the **exclusive domain of the LAPD**"

A large-scale public demonstration requiring the response of multiple mobile field forces and Metropolitan Division would classify as both newsworthy and tactical.

KEY PERSONNEL

The main law enforcement personnel that are referenced in this report are as follows:

Chief Laurretta Hill, USC DPS

Chief Dominic H. Choi, LAPD

Deputy Chief Woodyard, Acting Director, Office of Operations, LAPD

Deputy Chief Michael Oreb, Acting Director, Office of Operations, LAPD

Deputy Chief T. Scott Harrelson, Chief of Staff, LAPD

Deputy Chief Emada Tingirides, Operations-South Bureau, LAPD

Commander Alfonso Lopez, Operations-South Bureau, LAPD

Commander Bryan Lium, Assistant to the Director, Office of Operations, LAPD

Captain III Alfonso Mendoza, Area Commanding Officer, Southwest Area, LAPD

Lieutenant II Perry Griffith, Detective Commanding Officer, Southwest Area, LAPD

Lieutenant II Scott Wilhelm, Watch Commander, Southwest Area, LAPD

SUMMARY OF EVENTS²

APRIL 24, 2024

On April 24, 2024, at 11:45 a.m. a USC DPS unit broadcast over LAPD frequency a "help" call for a "massive" demonstration on campus.³ A second help call (from a separate USC DPS unit), was broadcast less than ten minutes later. Both help calls triggered a "Code 3" response⁴ from LAPD units citywide to the area.

Shortly thereafter, an LAPD helicopter hovering overhead broadcast that a large group had surrounded a marked USC DPS vehicle. At that time, the LAPD helicopter provided a crowd estimate of approximately 200 people. The Air Unit downgraded the help call and requested an additional twenty (20) units respond to the intersection of 36th Street and Vermont Avenue where a command post was set up.

University of Southern California DPS Chief Hill briefed the Incident Commander, Deputy Chief Tingirides and Operations Section Chief, Captain Mendoza, of the demonstration on campus and the USC leadership requested mutual aid from LAPD to assist with enforcing trespass violations, Section 602(o)(1) of the California Penal Code on the USC campus.

The Incident Commander requested additional resources, including a Metropolitan Division (Metro) Tactical Support Element (TSE) and transport vans for anticipated arrests. University of Southern California DPS Chief Hill along with LAPD resources (including the Air Unit) provided the trespass violators with a trespass notification, direction for egress and ample time for protesters to leave campus. Los Angeles Police Department Mobile Field Force (MFF) units staged on campus and prepared to assist with arrests.

After approximately 10-15 minutes, MFF units moved to the location of the trespass violators and had items thrown at them. The information was relayed, and the Incident Commander broadcast a help a call and a tactical alert was initiated for Operations-South Bureau (OSB). Additional resources, specifically one lieutenant, five sergeants, and 60 officers, were asked to respond to 36th Street and Vermont. The help call was subsequently cancelled, but a tactical alert continued due to an unusual occurrence on the USC campus. This meant that additional

² A detailed chronology is attached as Addendum 2.

³ Per LAPD Department Manual, Volume 4, a help call is defined as an emergency call shall be broadcast when an officer requires immediate aid for a life-threatening incident or an incident that requires immediate aid because of serious bodily injury, death, or a serious threat to public safety is imminent.

⁴ A radio call accompanied by a "Code Three" designation is an emergency call. It shall be answered immediately, but in a manner, which will enable the unit to reach the scene as quickly as possible with safety. Exemption from provisions of the California Vehicle Code (Division 11), section 21055, is granted only when officers sound a siren as reasonably necessary and the officers' vehicle displays a lighted red lamp visible from the front.

units did not have to immediately respond to USC. However, any units working citywide would continue to work beyond their end of watch in the event the incident escalated further, necessitating the response of additional units to USC.

By the conclusion of the incident, 94 private person arrests had been made at the request of USC. There was no identified damage and no injuries other than complaints of pain due to flexible handcuffs used. Media relations provided social media updates, relaying information generated by USC "Trojan Alerts."

APRIL 27, 2024

On April 27, 2024, at approximately 5:45 p.m., USC DPS Chief Hill, requested the assistance of the LAPD, to clear an encampment on USC property. The USC President and USC DPS Chief Hill requested mutual aid from LAPD to assist with enforcing violations of California Penal Code Section 602(o)(1) (trespass) on the USC Campus.

Operations-South Bureau special events was directed by Deputy Chief Tingirides and responded to Hill Street and Jefferson Boulevard to establish a command post and staging area for responding units.

The Incident Commander requested additional resources, including a Metro TSE and transport vans for anticipated arrests. Due to the short notice of the request and limited resources deployed, a tactical alert was initiated for OSB at 6:56 p.m. The Incident Commander, Deputy Chief Tingirides requested two Mobile Field Forces (MFF) and a Metro TSE from the DOC. The units that responded were directed to park on Hill Street, south of Jefferson Boulevard.

At 10:18 p.m., shortly after launching resources, and before any LAPD unit made contact with protesters, the Incident Commander ordered all units back to the staging area at the request of USC. Media relations provided social media updates; relaying information generated by USC "Trojan Alerts."

MAY 5, 2024

On Sunday, May 5, 2024, USC DPS asked the LAPD to assist with a trespass arrest operation for a pro-Palestine protest at USC campus, and a pro-Palestine protest at USC Village. The USC DPS would take lead on the arrests while LAPD would provide support,

Operations-South Bureau Deputy Chief Tingirides served as the Incident Commander for this operation and established a command post at 3411 South Hill Street with liaisons from LAPD, USC DPS, and the Los Angeles Fire Department. The LAPD made two MFFs available to provide perimeter containment and one Metro TSE to provide support while USC DPS conducted the arrests for trespass.

The operation commenced in the early morning hours to minimize any disruptions to the campus and the surrounding communities. Both LAPD and USC DPS units were on location at 4:00 a.m. and began to make trespass notifications via loud speaker to the individuals within the pro-Palestine encampment. After making several announcements and giving ample time, protestors

complied and left the encampment. No arrests or uses of force were made by either LAPD or USC DPS.

CRIME AND ARRESTS

Between April 24, 2024 and May 5, 2024, the only arrests that occurred on the USC Campus related to protests occurred on April 24, 2024 and were as follows:

94 individuals were arrested for violations of California Penal Code Section 602(o)(1) (Trespass) and one person was arrested for a violation of California Penal Code Section 245(a)(1) (Assault with a deadly weapon).

There were no other protest-related arrests made.

USES OF FORCE

Between April 24, 2024 and May 5, 2024, there were two occasions when the LAPD used force on the USC Campus in relation to the protests that occurred on April 24, 2024. Both uses of force occurred on April 24, 2024 and were as follows:

One deployment of the 40 mm Less Lethal Launcher and one baton push which did not result in any injuries.

There were no other protest-related uses of force.

PERSONNEL

April 24, 2024

Deputy Chief	1
Captain	5
Lieutenant	3
Sergeant	15
Officer	163
Motor Sergeant	4
Motor Officer	13
Detective Supervisor	8
Detective	7
Metro TSE Supervisor	4
Metro TSE Officer	45
TOTAL	268

April 27, 2024

Deputy Chief	1
Captain	3
Lieutenant	2
Sergeant	17
Officer	134
Motor Sergeant	1
Motor Officer	6
Detective Supervisor	4
Detective	0
Metro TSE Supervisor	2
Metro TSE Officer	22
TOTAL	192

May 5, 2024

Deputy Chief	1
Captain	4
Lieutenant	5
Sergeant	16
Officer	79
Detective Supervisor	2
Detective	1
Metro TSE Supervisor	5
Metro TSE Officer	46
TOTAL	159

RECOMMENDATIONS

The review of this incident has led to the following recommendations:

1. The LAPD should shift away from paper copies of ICS 211 forms. This allows for double counting of personnel inadvertently entered on multiple forms. Better tracking of personnel will result in better accounting for the costs of an event. This is particularly important when reimbursement is anticipated. If the online ICS 211 system was accessible from the in-car computers or Department issued cell phones, electronic entry of personnel in real time could assist in better tracking of resources. This could also free up personnel assigned to staging and allow them to be assigned elsewhere.
2. Reporting of uses of force during crowd control situations is crucial for transparency and protecting the City from liability. During this series of incidents, the review discovered that even though the two uses of force were properly reported on the ICS forms, a use of force investigation was not immediately completed. Additionally, it is recommended that ICS forms containing information regarding a use of force be immediately shown to the incident commander or operations chief no later than the demobilization process for accurate reporting up the chain of command.
3. New use of force reporting procedures went into effect February 7, 2023, that established reporting of Level III uses of force, which includes uses of force during crowd control situation. Based on this review, it does not appear that this reporting procedure was followed, and some supervisors relied on the previous reporting procedures instead. Therefore, it is recommended that Training Bureau provide more in-depth training to supervisors on this procedure for reporting Level III uses of force.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LOS ANGELES
AND THE
UNIVERSITY OF SOUTHERN CALIFORNIA

This Memorandum of Understanding (MOU) is entered into pursuant to the provisions of Section 830.7(b) of the Penal Code, Section 67381 of the Education Code, and Section 1808.25 of the Vehicle Code, in an effort to provide the University of Southern California (USC) the authority, allowed by law, to maintain order and ensure the safety of those individuals employed on, attending school at, or visiting, the USC campus. The MOU also reserves the right of the City to regulate and monitor the activities of any entity designated to restrict its citizens through the use of the powers granted herein.

Penal Code Section 830.7(b) authorizes the Chief of the Los Angeles Police Department (herein after referred to as the "Chief of Police") to allow, persons not peace officers, but regularly employed as security officers for independent institutions of higher education recognized under subdivision (b) of Section 66010 of the Education Code, the authority to exercise the powers of arrest of a peace officer as specified in Penal Code Section 836 during the course and within the scope of their employment.

Education Code Section 67381 requires local law enforcement agencies to enter into written agreements with campus law enforcement agencies, including those campus security services with an MOU pursuant to Penal Code Section 830.7(b), for the purpose of designating which agency shall have operational responsibility for the investigation of each Part 1 violent crime and to delineate the specific geographical boundaries of each agency's operational responsibility.

Vehicle Code Section 1808.25 authorizes the enforcement of Parking Restrictions by nonprofit independent institutions of higher education incorporated in this State if specifically authorized to do so in a Memorandum of Understanding authorized by Penal Code Section 830.7.

ARTICLE 1-PARTIES

This MOU is entered into by and between the City of Los Angeles ("City") acting by and through the Chief of Police ("Chief of Police"), Los Angeles Police Department (LAPD) and USC acting by and through the senior Vice President, Administration, University of Southern California ("USC" or "University of Southern California").

ARTICLE 2-TERM

The term of this MOU shall commence on October 1, 2009 at 12:01 a.m. and shall expire at 11:59 p.m. on October 1, 2010. Unless, written notice is provided by one party to the other of non-extension of this MOU at least thirty (30) days prior to October 1, 2010, this MOU shall

be automatically extended for one year terms commencing September 1, 2009, subject to the same terms and conditions as the initial term, unless at least (30) days prior to the expiration of any one year extension, either party to this MOU gives to the other party written notice of termination effective as the expiration of that current one year term. Notwithstanding the above, either party may terminate this MOU with thirty (30) days written notice.

ARTICLE 3-AUTHORITY

(A) ARREST POWERS

It is the intent of the Chief of Police, by entering into this MOU, to allow employees of the USC Department of Public Safety (DPS) to exercise the arrest powers described in Penal Code Section 830.7(b). In doing so, the Chief of Police recognizes that this authority is one normally restricted to peace officers whose activities are closely monitored and controlled by established laws, policies, and procedures. By allowing USC DPS personnel this authority, it is expected that the regulatory procedures outlined in this MOU be strictly followed.

This MOU is not intended to designate USC DPS personnel as agents of the City of Los Angeles, nor is it intended to provide USC DPS personnel with any peace officer or public official status or any other peace officer authority or power other than the proscribed powers of arrest per Penal Code Section 836, which generally allow arrests based on probable cause. Anyone arrested by USC DPS personnel shall, without unnecessary delay, be transported by DPS or an assigned LAPD USC officer to the appropriate LAPD booking facility for review, evaluation, and when appropriate, booking advice and approval. Such approval can only be granted by the concerned on-duty LAPD Watch Commander. If necessary, the processing of felony arrestees will be facilitated through the assistance of an LAPD sworn police officer. In the case of an arrest of an adult misdemeanant who meets the criteria for a Release from Custody (RFC), established LAPD guidelines shall be followed.

Notes: Completion of RFCs by DPS personnel will generally be completed, but not necessary limited to Intoxication, LAMC 41.27, 25620 of the Business and Professions code and the Loud Party Ordinances, 41.57 and 41.58 LAMC. Any requests to cite additional sections shall be with the approval of the Chief of Police.

If any evidence is obtained during the course of an arrest, the concerned DPS officer shall ensure it is properly booked without unnecessary delay in accordance with established LAPD guidelines. The on-duty Watch Commander of the LAPD booking facility shall review the concerned property report completed by the booking DPS personnel.

In cases where an arrestee has a medical condition that can be treated by an LAPD Jail Dispensary, it will be the responsibility of the USC DPS personnel to transport and process the arrestee to such a facility at the direction of the LAPD Watch Commander. For arrestees that require medical attention and treatment at a non-jail facility, the responsibility will remain with the LAPD Watch Commander to approve continued detention based on the seriousness of the offense. Security of the hospitalized arrestee will be provided as sanctioned by current LAPD guidelines. The on-duty Watch Commander for the Area of occurrence shall approve all related reports, regardless of the booking location.

Note: The Miranda Advisement is generally only necessary for in-custody interrogations by peace officers; therefore, to eliminate any misunderstandings within the judicial or investigative process, USC DPS personnel shall not provide arrestee with the Miranda advisement nor take any statements.

(B) ISSUANCE OF PERSONAL SERVICE CITATIONS

Pursuant to Vehicle Code Section 1808.25, USC DPS personnel are hereby authorized to enforce parking restrictions, issue personal service citations to pedestrians and bicyclists as allowed by the Penal Code Section 830.7(b), within the boundaries of the campuses, as identified as University Park Campus and Health Sciences Campus (together, the "Campus") in Exhibit A, attached hereto and incorporated herein by this reference. Based on the requirements set forth in the California Vehicle Code (CVC), USC DPS personnel shall not issue personal service citations to motorists in or outside of the above-captioned boundaries. Additionally, as outlined in Section 21055 of the CVC and LAPD policy, USC DPS personnel are not authorized to initiate vehicle pursuits for any reason.

(C) FOLLOW-UP INVESTIGATIONS

The Chief of Police has determined, in accordance with Section 67381 of the Education Code, that it is in the best interest of the City for the LAPD to maintain the primary investigative responsibility and authority for all Part I violent crimes occurring on and around the USC campus or on property owned or controlled by USC within the City of Los Angeles.

The LAPD will assign a Detective to manage and/ or conduct follow-up investigations on crimes reported on the USC campus or property owned or controlled by USC. Any reportable incidents as defined in Article 5 (b) shall remain the investigative responsibility of the concerned LAPD investigative entity as determined by the LAPD Southwest (SW) Area Commanding Officer. Although it is the intent of the LAPD to assign the aforementioned Detective for the purposes identified in this MOU, nothing shall preclude the Chief of Police from reassigning the Detective to other duties based upon the authority granted him in the Los Angeles City Charter, as he deems said reassignment necessary.

(D) ACCESS TO LAPD COMMUNICATIONS

In accordance with established LAPD procedures, specifically trained USC DPS staff will be allowed access to LAPD's communication system to be used only for official police communications. Such communications will be limited to initial and supplemental broadcasts of emergency crime information. Additionally, only when access to LAPD personnel are unavailable, authority is granted to select DPS staff to request a clear frequency to check a suspect for wants and/or warrants.

Note: Select DPS staff is defined as DPS personnel identified by the Chief of Public Safety, DPS or his/her designee, and agreed to by the Commanding Officer (CO), SW Area to be allowed access. Selected DPS staff would receive the requisite training provided by the SW Area Training Coordinator.

(E) DEFINED GEOGRAPHIC AREA OF RESPONSIBILITY

The authority granted USC DPS personnel under this MOU shall be restricted to the areas as identified in Exhibit A with respect to the University Park Campus and the Health Sciences Campus and those properties outside the defined areas on Exhibit A which are owned or leased by USC, when the property is used for the primary purpose of; housing USC employees, students, faculty or guests; parking vehicles for USC employees, students, faculty, or guests; providing a location for students, faculty, or guests to meet, study, or receive classroom instruction; or any other facilities within the City when being used for the purpose of conducting USC sponsored athletic events, i.e. Los Angeles Memorial Coliseum and Sports Arena (collectively, the "Geographic Area of Responsibility").

Note: The authority granted under this MOU does not extend to public thoroughfares outside the defined USC Campus or to other properties owned or leased by USC which are either commercial or residential and area generally available for use by the public.

ARTICLE 4-AUTHORIZED ASSIGNMENT AS LIMITATION ON POWER OF ARREST

In accordance with the provision of 830.7 (b) of the California Penal Code, duly authorized USC DPS personnel shall be vested with powers of arrest per Penal Code Section 836 only while they are on-duty with the USC DPS, performing "authorized assignment" within the defined Geographic Area of Responsibility and, unless on Campus (as defined), personnel shall wear approved uniform which identifies the wearer as a USC DPS employee.

ARTICLE 5-REPORTING INCIDENTS, WRITTEN REPORTS, RECORDS, AND INSPECTIONS

The proper recording of information and exchanging information is critical to the process of deploying resources both inside and outside the university. There is also a need for compatible record keeping and UCR reporting. This reporting requirement is further identified in the following paragraphs:

- (A) USC Administration upon becoming aware of a significant incident occurring within the defined Geographic Area of Responsibility shall notify, without unnecessary delay, the USC DPS and/or LAPD. A significant incident is defined as an act or omission to act which would constitute a felony or misdemeanor under California law or any other incident of a sensitive public safety or hazardous nature.

Note: A "significant incident" is defined as an act or omission to act which would constitute a felony or misdemeanor under California law or any other incident of a sensitive public safety or hazardous nature.

- (B) The USC DPS, upon becoming aware of a significant incident, shall complete the appropriate crime report(s), and without unnecessary delay submit the report(s) to the on-duty Southwest Watch Commander, or if outside Southwest Area, the Area of occurrence, for approval. Upon completion and approval, a copy of each crime report and/or arrest report or RPC completed by USC DPS personnel shall be forwarded to the Southwest Detective Division Commanding Officer without unnecessary delay. In those cases where the incident constitutes a complex felony under California law or a crime of violence involving the use of a weapon, or a reportable incident as defined below, USC shall immediately notify the Watch Commander of the appropriate patrol division where the incident occurred.

Note: USC DPS personnel shall not conduct either the preliminary or follow-up investigations of any "reportable incident" described below. In those instances, immediate notification shall be made to the Southwest Area Patrol Watch Commander or depending on the emergent circumstances, any on-duty, sworn LAPD personnel.

A reportable incident shall include but not be limited to the following:

- Homicide
- All crimes where shots were fired
- Sexual assaults (see below)
- Bomb threats
- Crimes or incidents which are motivated by hatred due to race, religion, or ethnic group
- Injuries where City liability may be an issue
- Suicides and attempt suicides

- Hazardous material spills or contamination
- Theft over \$5,000.00
- Incidents that if known would be considered newsworthy or could have a significant impact on the City of Los Angeles.
- Any incident in which the LAPD determines to be in the best interest of the City of Los Angeles to handle.

Sexual Assault Reporting

The crime of rape, or attempted rape, is a serious criminal act, which requires the immediate investigation by LAPD uniformed or detective personnel. While it is understood that some victims may be hesitant or reluctant to cooperate in the investigation of these crimes, it is imperative that a preliminary investigation be conducted to identify, if possible, the involved suspect(s). Rape is a crime of violence and suspects who commit this type of violent act often are repeat offenders. There is an inherent obligation to try to prevent future occurrences.

The term sexual assault is intended to include those criminal acts described in the California Penal Code and the California Welfare and Institutions Code. It includes the crimes of rape, attempted rape, sodomy, oral copulation, indecent exposure, and child molestation. Whenever a crime of a sexual nature is reported to USC DPS [security] personnel, notification shall immediately be made to the appropriate geographic area Watch Commander who will make the appropriate detective notifications. While the first concern shall be for the well being and medical treatment of the victim, the reporting of the incidents to LAPD personnel shall not be delayed because of such treatment or request for such treatment. The reluctance of the victim to report the crime, identify the suspect(s), or proceed with the prosecution shall not be a factor in the reporting policy of USC DPS personnel.

In no instance shall the victim of a sexual crime be counseled, persuaded, advised, or encouraged by any USC DPS personnel not to report the crime. USC DPS personnel shall immediately contact their Watch Commander upon learning of a sexual assault crime, and the Watch Commander shall immediately notify the concerned LAPD geographic area Watch Commander.

- (C) The USC DPS will maintain a Daily Occurrence Report, recording all incoming calls and significant incidents relating to police activity. A copy of the report for the University Park campus shall be forwarded to the CO, SW Area. A copy of the report for the Health Science campus shall be forwarded to the CO, Hollenbeck Area. The report shall be forwarded within 24 hours after the completion of the period covered by the report.

- (D) Any general orders issued by USC DPS pertaining to USC response to, or reporting of crimes will be made available upon request to the CO, SW Area for appropriate LAPD review and approval.
- (E) All report forms used by the USC DPS for the reporting of crimes shall be submitted to the Chief of Police for approval, to insure compatibility with the Los Angeles Police Department's report forms.
- (F) Weekly crime statistics shall be maintained and supplied to SW Detective Division by USC DPS depicting specific locations of reported crimes on the campus.
- (G) During the term of this MOU, USC shall immediately report all discharges of firearms, (accidental, negligent, or intentional) involving USC DPS personnel to the LAPD and cooperate, as required, with the investigation of the firearms incidents conducted by the LAPD. The LAPD will investigate the criminal aspects of a firearm discharge. The USC DPS will be responsible for administrative matters associated with the discharge of firearms.
- (H) All records and files of enforcement activities granted by this MOU to USC personnel shall be open for inspection to designated members of the LAPD.
- (I) All records of complaints or investigations of complaints lodged against USC DPS personnel arising from the exercise of authority granted by this MOU shall be open for inspection and when necessary investigation by designated members of the Los Angeles Police Department.
- (J) USC DPS shall submit monthly rosters of all scheduled duty assignments of all security officers one month in advance of the scheduled assignments to the concerned Area commands. Said roster shall be submitted no later than the fifth day of the concerned month.
- (K) USC DPS shall submit monthly reports to the concerned Area commands on the activities of officers at USC pertaining to the exercise of power granted by this MOU.
- (L) Follow-up investigations for crimes occurring within the City shall be the sole responsibility of the LAPD (LAPD Manual Section 4/810) and not performed without the knowledge of the Department.

Note: No administrative type interviews shall be conducted by USC personnel of any known party of a crime identified as the person reporting, victim, suspect, or witness, without the prior approval of the assigned LAPD detective.

(M) Any use of force by USC DPS personnel related to the authority granted by this MOU shall be documented and explained under the heading of "Use of Force" in the appropriate report (i.e. Arrest Report, Crime Report, USC Daily Occurrence Report).

(N) It is agreed that all SWAT, hostage, and/or tactical incidents, as well as narcotic and vice investigations are the exclusive domain of the LAPD.

Note: All of the above described reports, statistics, and records shall be provided unless otherwise agreed to by the LAPD.

ARTICLE 6-ACCESS TO POLICE DEPARTMENT AND CRIMINAL OFFENDER FILES

Most law enforcement related information accessible through the LAPD automated systems is confidential and restricted to viewing by police agencies and their authorized employees. The California Public Records Act restricts access to the information contained within crime reports and arrest reports. The basic criterion for release of information from an arrest report is limited to the first nine lines. Release of crime report information is limited to the victim, their authorized representative, an insurer, or a party experiencing a loss during the crime.

University of Southern California personnel shall be restricted to accessing only that information from Federal, State, City, or LAPD records or files, as authorized by law, which limits USC access to those records available to the general public. USC shall not maintain files of LAPD reports. For purposes of this MOU, an LAPD report is defined as any report requiring the issuance of an LAPD Division of Records file number (DR Number).

To ensure compliance with all Los Angeles Police Department mandates, and internal tracking systems, USC public safety officers will be entered into the Training Management System, and issued serial numbers. This will ensure Consent Decree compliance and departmental goals.

Statistical crime information for the USC campus and the surrounding reporting districts will be provided by LAPD upon receiving a request from authorized USC personnel.

ARTICLE 7-PRIVATE SECURITY SERVICE ACT

The State of California (State) Legislature has established that the public should be able to easily distinguish between security services personnel and local law enforcement personnel. In enacting the legislation regulating private security services, the State had included armed personnel of agencies such as the USC DPS campus security. To ensure the safety of the public and in furtherance of this legislation USC and USC personnel provided with authority by this MOU shall comply with all applicable California Business and Professions Code (BPS) Sections.

ARTICLE 8-PROVISIONS OF LAW AND SEPARABILITY

The parties agree that this MOU is subject to all current and future applicable Federal, State, and local laws, the City Charter, and any lawful rules and regulations enacted by independent commission of the City. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, or the Charter of the City of Los Angeles, or rules and regulations enacted by independent City commissions, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this MOU shall not be affected thereby.

ARTICLE 9-QUALIFICATION AND TRAINING STANDARDS OF USC DEPARTMENT OF PUBLIC SAFETY

In order to be granted the powers of arrest as specified in Section 836 PC, personnel employed by USC DPS must comply with all of the following requirements:

- (A) Be regularly employed full-time by the University of Southern California, Department of Public Safety as a full-time public safety officer in good standing;
- (B) Meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training (POST) as set forth in Section 832 PC;
- (C) Meet such further reasonable qualifications for employment deemed necessary by the Chief of Police, Los Angeles Police Department;
- (D) Be included on a roster of those public safety personnel authorized by the Chief, Department of Public Safety, University of Southern California, to make arrest in the circumstances specified in Section 836 PC.
- (E) Armed DPS staff as required by mutual agreement will be allowed to participate in firearms qualification on LAPD sanctioned ranges. Qualification standards for DPS will be in accordance with POST requirements.
- (F) Training provided by LAPD for DPS and/or joint training for both LAPD SW and DPS will follow existing LAPD protocol. Initial requests will be reviewed and evaluated by the CO, SW Area prior to approval of the CO, Operations-South Bureau and the CO of LAPD's Training Group.

ARTICLE 10-INSURANCE

As a part of liability and indemnification concerns related to this agreement, the following information and agreement are made:

(A) USC shall procure at its expense, and keep in effect at all times during the term of this MOU, the types and amount of insurance specified in Addendum 1 hereof. The specified insurance (except for Workers' Compensation and Employer's Liability) shall also, wither by provisions in the policies, by the City's own endorsement form, or by other endorsement attached to such policies, include and insure the City, its Police Department, its Board of Police Commissioners, all of the City's officers, employees, and agents, their successors and assigns, and of other non-USC facilities identified within this MOU, against the areas of risk described in Addendum No. 1 hereof arising out of the acts or omissions of the officers, employees, or agents of USC in its operations or other functions related to the authority granted by the terms of this MOU.

(B) Each specified insurance policy (other than Workers' compensation and Employer's Liability) shall contain a contractual enforcement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under the MOU between the insured and the Chief of Police, City of Los Angeles, pursuant to the provisions of Section 830.7(b) PC."

All such insurance shall be primary and non-contributing with any other insurance held by the City or City's Police Department, or other non-USC organizations, where liability arises out of, or results from, the acts or omissions of USC, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of USC. Such policies may provide for reasonable deductible and/or retention's based upon the nature of USC's operations and the type of insurance involved.

(C) The City shall have no liability for any premiums charged for such coverage(s). The inclusions of the City, its Police Department, its Board of Police Commissions, and all of the City's officers, employees, and agents, and their agents and assigns, or other non-USC organizations owning facilities identified in this MOU, as insured is not intended to, and shall not, make them, or any of them, a partner or joint venture with USC in USC's operations pursuant to this MOU. Upon failure of USC to provide and maintain the insurance required herein after ten (10) days written notice to comply, the City may (but shall not be required to) procure such insurance for USC to protect the City's interest and USC agrees to reimburse the City fully to cover such expense.

(D) USC shall provide proof of all specified insurance and related requirement to the City either by production of the actual insurance policy (ies) or by use of the City's own endorsement form(s). The University of Southern California shall not be authorized by the provisions of 830.7(b) PC and shall not commence activity pursuant to this MOU until the documents evidencing all specified coverage have been filed with the City. The documents shall contain the applicable policy number(s), the inclusive dates of policy coverage, and the insurance carrier's name shall bear an original signature of an authorized representative of said carrier: and shall provide that such insurance shall not be subject to cancellation,

reduction in coverage, or nonrenewable except after written notice by certified mail, return receipt required, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. They shall be reviewed by and be subject to the approval of the City Attorney for conformity to legal requirements. The City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

The Workers' Compensation/Employer's Liability exposure may be self-insured when the program has been authorized by the State. Evidence of self-insured Workers' Compensation/Employer's Liability program shall be a copy of the certification authorizing the self-insured program.

ARTICLE 11-ATTORNEY'S FEES

If the City, including its Board of Police Commissioners, and the City's officers, agents, servants and employees, or any other non-USC organization, without fault, shall be made a party to any litigation commenced by or against USC arising out of the authority granted pursuant to the terms and provisions of this MOU, and as a result of which USC is finally adjudicated to be liable, then USC shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon the City or any other organization in connection with such litigation. In any action by the City, the LAPD, the Chief of Police, or USC for the recovery of any sum required to enforce any of the terms, covenants, or conditions contained herein, the prevailing party shall be entitled to reasonable attorney's fees in addition to cost, expenses, and necessary disbursements incurred in such action. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

ARTICLE 12-CITY INDEMNIFIED AND HELD HARMLESS BY USC

In addition to the provisions of Addendum No. 1, herein, USC shall fully indemnify, defend, and keep and hold the City, including its Board of Police Commissioners, the City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of suits and fees and reasonable expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of USC, sustained in, on or about the premises designated in this MOU or arising out of USC's use or occupancy thereof, or as a proximate result of the acts or omissions of/or by USC, its agents, servants, or employees to act as required by this MOU. It is the intent of the parties of this MOU that the City, its officers, employees, agents, and assigns, or any other non-USC organization, shall have no financial liability or obligation resulting from any acts or omissions to act as required by this MOU by USC, its officers, employees, agents, and assignees in connection with the activities authorized by this MOU. And that if there is during the term of the MOU any such financial liability or obligation, USC shall be fully and solely responsible therefore as between the parties of this MOU.

ARTICLE 13-NOTICE

Written notices to the City, the Chief of Police, and to the City Attorney of the City of Los Angeles shall be given by registered or certified mail, postage prepaid, and addressed to said parties at Los Angeles City Hall, 200 North Spring Street, Los Angeles, California, 90012, or to such other addressee as these parties may designate by written notice to USC. Written notices to USC shall be given by registered or certified mail, postage prepaid, and addressed to, University of Southern California, University Park, Los Angeles, California, 90089-0011, or to such other addressee as USC may designate by written notice to the Los Angeles Police Department. Notwithstanding the foregoing, all notices may be delivered personally to the Chief of Police, the Office of the City Attorney, or to the University of Southern California.

ARTICLE 14 - LAPD STAFFING, FUNDING, FACILITIES AND EQUIPMENT

By July 1, 2008, and annually thereafter, LAPD agrees to provide USC with the deployment of sworn personnel and the staffing level to be determined by the Chief of Police. On the direction of the Chief of Police, or his designee, the staffing level of assigned personnel can be modified in response to critical incidents or staffing shortages in response to public safety.

During the assignment of sworn LAPD officers to the defined geographic area of responsibility covered by DPS, the LAPD agrees to provide basic patrol functions, along with limited investigative services consistent with the afore-mentioned guidelines. The services include, but are not limited to: response to radio calls for service; assistance with crowd and traffic control during labor disputes and student protests; suppress criminal activity through visible and surreptitious enforcement; conduct vehicular and pedestrian traffic control in the defined area; conduct community meetings which include and are not limited to crime prevention and education seminars; and, limited investigative follow-ups as defined in Article 3, subsection C.

(A) LAPD STAFFING

Minimum staffing of assigned sworn LAPD officers will include: (1) Detective; (1) Senior Lead Officer, Police Officer 3+1; and (4) Police Officers II. The assigned LAPD sworn personnel would be under the Southwest Area's chain of command and direction. Southwest Area would effectively monitor the deployment, mission, and supervision of the assigned staff.

(B) EQUIPMENT

USC agrees to the purchase of the following items:

1. Two Vehicle License Plate Recognition (VLPR) units to be installed in three LAPD marked units assigned to SW Officers assigned as dedicated USC resources in the defined USC Response Area.

2. Two LAPD Local Area Network computer terminals to be installed in an area so designated by USC DPS for the sole use by LAPD SW personnel.
3. Ten portable LAPD radios.

(C) FACILITIES

The USC DPS agree to designate an area(s) for the assigned LAPD SW personnel to co-locate with DPS personnel.

(D) REPORTING

LAPD shall provide USC with a quarterly report of the activities performed by the LAPD SW USC personnel assigned to full time duties at USC. This report will reflect actual number of days worked at USC, significant events or activities, any arrests associated with the VLPR equipped vehicles, and current crime statistics.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized officers as set forth herein below:

UNIVERSITY OF SOUTHERN CALIFORNIA


TODD DICKEY

Senior Vice President, Administration

Date 10/20/09

LOS ANGELES POLICE DEPARTMENT


WILLIAM J. BRATTON

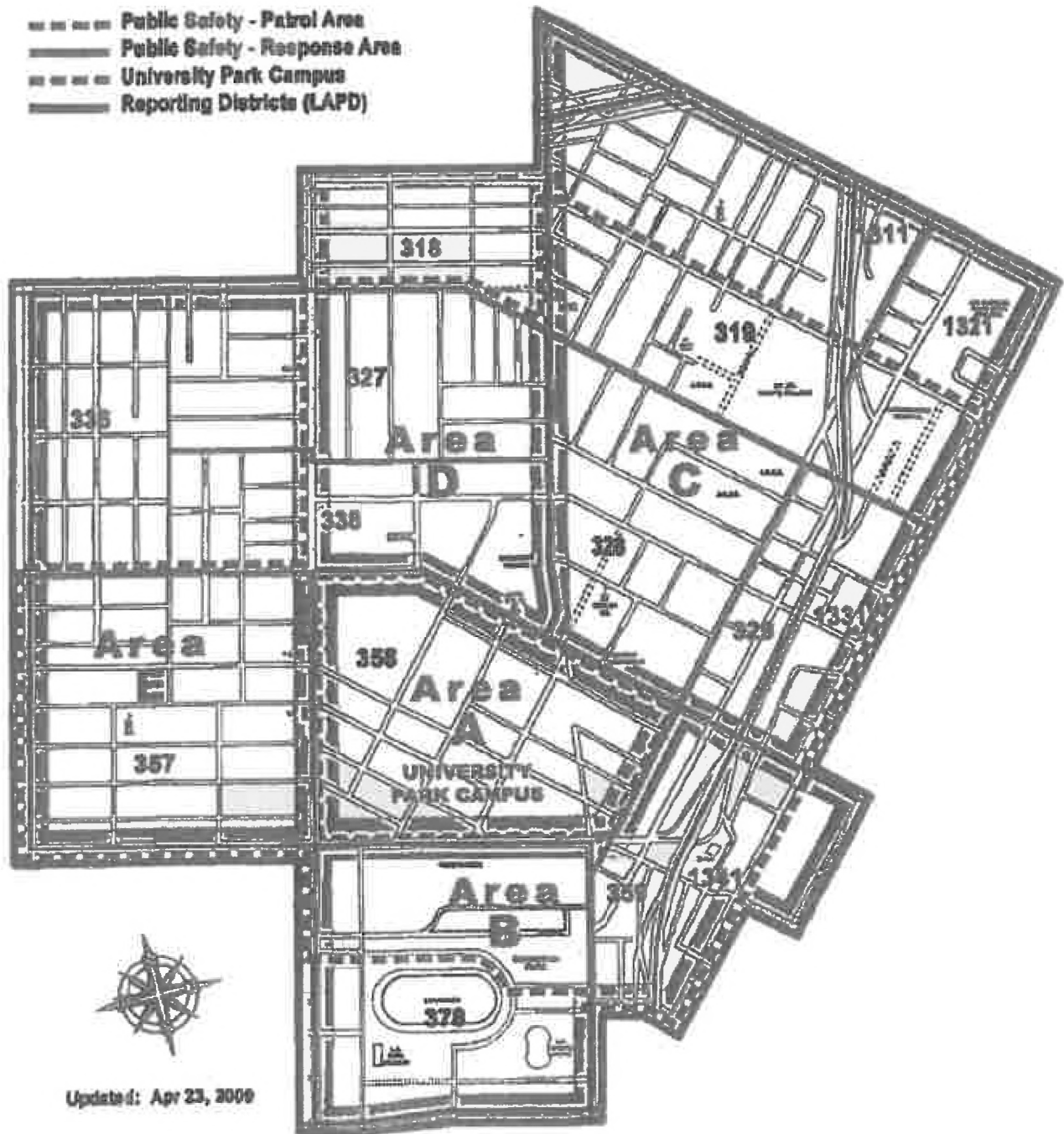
Chief of Police

Date 10/19/09

UNIVERSITY PARK CAMPUS

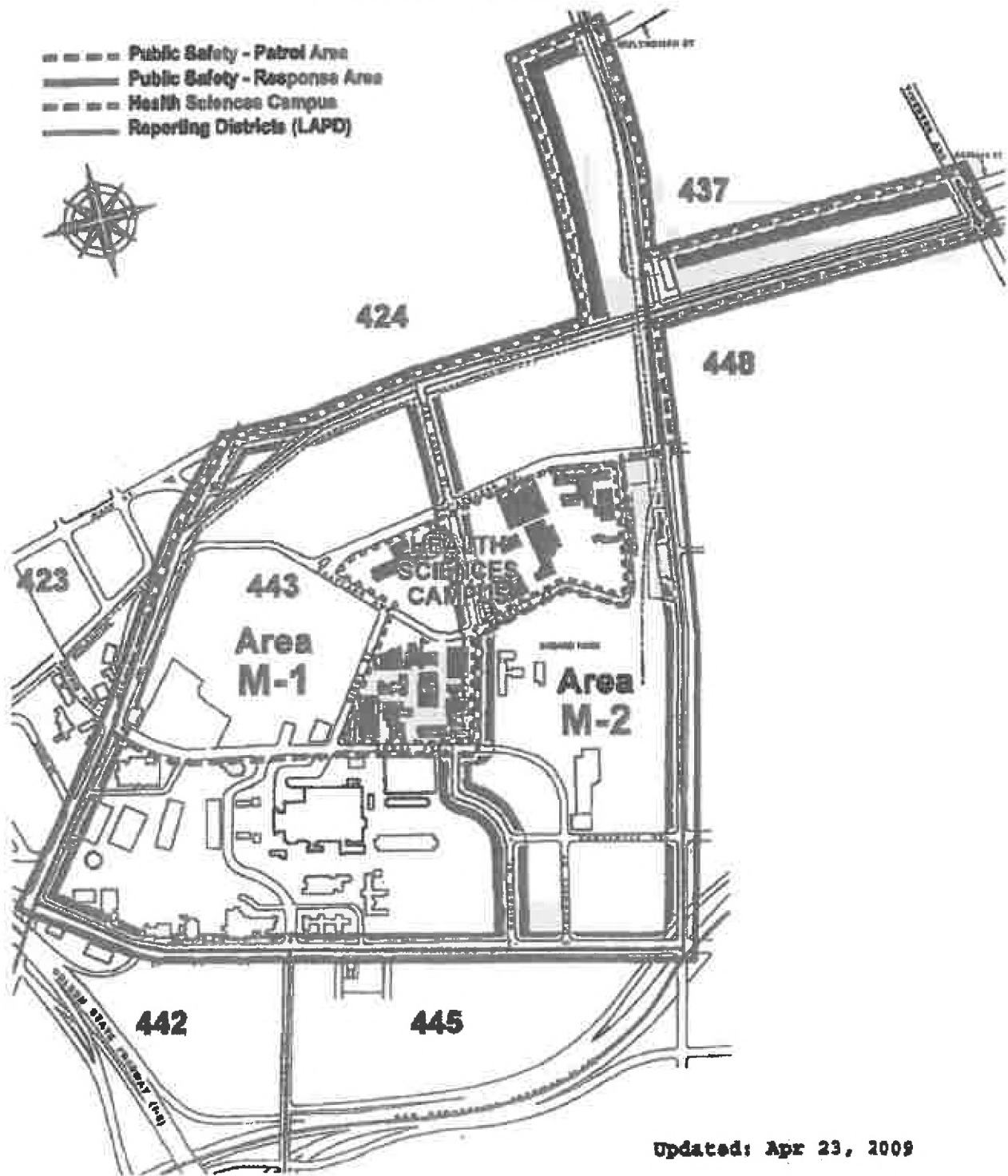
Patrol and Response Boundaries

- Public Safety - Patrol Area
- Public Safety - Response Area
- University Park Campus
- Reporting Districts (LAPD)



HEALTH SCIENCES CAMPUS

Patrol and Response Boundaries



ACORD. CERTIFICATE OF LIABILITY INSURANCE

OF 10 OF 10
INVOICE-3

DATE (MM/DD/YYYY)
08/01/09

PRODUCER
Arthur J. Callagher & Co.
Ins Brokers of CA Inc. 0726293
505 N. Brand Blvd, Suite 600
Glendale CA 91203-3944
Phone: 818-539-2300 Fax: 818-539-2301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

INSURED
University of So. California
Attn: Risk Management
851 Downey Way, Rm 300
Los Angeles CA 90089-1058


INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	United Educators Insurance	
INSURER B:	First Union Fidelity Ins Co of NY	19448
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY POLICY. THE COVERAGE AFFORDED BY THIS POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. ADDITIONAL LIMITS MAY HAVE BEEN REDUCED BY FUND CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	START DATE	TERMINATION DATE	LIMITS
A X COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250K SIR applies <input type="checkbox"/> \$50K AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> LOC	GLX200800015100	06/01/08	05/01/09	EACH OCCURRENCE \$1,000,000 PRODUCTS COMPLETED OPERATIONS \$1M/A MED EXP (Per Person) \$1M/A PERSONAL & ADVERTISING \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPLETED \$2,000,000
X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$250K SIR applies	GLX200800015100	06/01/08	05/01/09	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - BARGAINING \$ OTHER THAN AUTO ONLY: BARGAINING \$ AGG \$
UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION	4759785 SIR \$2,000,000	05/01/08	05/01/09	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL RISKS
 RE: Memorandum of Agreement between USC and the City of Los Angeles Security Officers Agreement, as well as the liability assumed under the MOA between the insured and the Chief of Police of Los Angeles to the provisions of section 803.7 (b) PC.
 *Please see attached Notepad and form GLX0081 for further description

CERTIFICATE HOLDER	CANCELLATION
CITYLAP City of Los Angeles, City of Los Angeles Police Dept./Board of Police Commissioners 150 N. Los Angeles St., Rm. 150 Los Angeles, CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED UNDER THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING ITS AGENTS OR REPRESENTATIVES. 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTE PAD

NOTES CODE
REPLACES NAME

CITY OF

UNIVERSITY OF CALIFORNIA

UNIVERSITY
CITY OF

PAGE 13
DATE 04/01/00

The City of Los Angeles, the Police Department, the Board of Police Commissioners, and all City Officers, Employees and Agents are additional insured per attached form GEN0001 as required by contract and to the extent insurable as their interests may appear with respect to the memorandum of agreement between USC and the City of Los Angeles Security Officers Agreement

*10 day notice of cancellation for nonpayment of premium.
All policy terms, conditions, limitations, and exclusions apply.

University of Southern California
GLX20080018100

Effective: 6/30/2008

ADDITIONAL INSURED

In consideration of the premium charged, we agree with the Educational Organization that, subject always to all other provisions of this Policy,

The City of Los Angeles, the City of Los Angeles Police Department, and the Board of Policy Commissioners, and all City Officers, Employees, and Agents

is an additional insured but only with respect to Occurrences arising out of operations and functions for or on behalf of an included Entity.

All other Policy provisions remain the same.

GLX20081

7/1/2004

United Educators Insurance, a Reciprocal Risk Retention Group

LOS ANGELES POLICE DEPARTMENT

CHARLIE BECK
Chief of Police



ERIC GARCETTI
Mayor

P.O. Box 30158
Los Angeles, Calif. 90030
Telephone: (213) 486-0400
TDD: (877) 275-5273
Ref # 14.5

April 2, 2014

Todd R. Dickey, Senior Vice President
Administration
University of Southern California
3551 Trousdale Parkway, Suite 352
Los Angeles, California 90089-5013

Dear Senior Vice President Dickey:

The Los Angeles Police Department (LAPD) recently reviewed and approved the Amendment to the Memorandum of Understanding between the City of Los Angeles and the University of Southern California (USC). The purpose of the Amendment is to further define the authority and responsibilities of the LAPD and the USC Department of Public Safety to maintain order and ensure the safety of those individuals employed on, attending school at, or visiting the USC Campus.

Enclosed are two originals of the Amendment that are being sent to you for further execution. It is requested that once the Amendment has been signed, that you return one original to our Department in the enclosed self-addressed envelope.

If you have any questions, please contact Sergeant II William Eddens, Officer in Charge, Special Projects Section, Planning and Research Division, at (213) 486-0444.

Very truly yours,

CHARLIE BECK
Chief of Police

A handwritten signature in blue ink, appearing to read "Duane H.", with a long horizontal stroke extending to the right.

DUANE T. HAYAKAWA, Captain
Commanding Officer
Planning and Research Division

Enclosure

**A M E N D M E N T T O
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LOS ANGELES
A N D T H E
UNIVERSITY OF SOUTHERN CALIFORNIA**

This Amendment to Memorandum of Understanding ("Amendment") is entered into effective as of APRIL 21, 2014, by and between the City of Los Angeles ("City"), acting by and through the Chief of Police ("Chief of Police"), Los Angeles Police Department ("LAPD"), and the University of Southern California ("USC" or the "University of Southern California").

RECITALS

WHEREAS, the City/LAPD and USC entered into that certain Memorandum of Understanding signed by the City/LAPD and USC on October 19, 2009 and October 20, 2009, respectively (the "MOU"), in order to provide USC the authority, permitted by law, to maintain order and ensure the safety of those individuals employed on, attending school at, or visiting, the USC campus; and

WHEREAS, the City/LAPD and USC now desire to amend certain terms of the MOU as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **Definitions.** All terms not defined herein shall have the same meaning as they do in the MOU.
2. **Amendments.** The MOU is hereby amended as follows:

(a) Exhibit A, University Park Campus (Patrol and Response Boundaries).

The current map in Exhibit A of the MOU of the "University Park Campus, Patrol and Response Boundaries" shall be replaced with the map attached to this Amendment.

No changes shall be made to the "Health Sciences Campus, Patrol and Response Boundaries" map in Exhibit A of the MOU.

(b) Article 3, Section (A).

The last sentence in the second paragraph of Article 3, Section (A) is hereby replaced with the following:

"In the case of an arrest of an adult misdemeanor who meets the criteria for a Release from Custody (RFC), DPS personnel may complete RFC arrest reports consistent with LAPD reporting policies under their provisional peace officer powers of arrest authority as granted per this MOU (Penal Code Sections 830.7(b) and 836). Either USC DPS or LAPD, as appropriate, shall maintain custody of the RFC reports generated by USC DPS. Established LAPD guidelines shall be followed."

In addition, the "Note" immediately following the second paragraph of Article 3, Section (A) is hereby deleted.

(c) Article 3, Section (B).

The following sentence shall be added at the end of Article 3, Section (B):

"Pursuant to Vehicle Code Section 1808.25(b), USC DPS and/or their designees are hereby authorized to enforce parking restrictions on the USC Campus."

(d) Article 5, Section (B), Sexual Assault Reporting.

In the second paragraph of Article 5, Section (B), under "Sexual Assault Reporting," the term "sexual battery" shall be added to the second sentence of that paragraph so that the second sentence reads as follows:

"It includes the crimes of rape, attempted rape, sodomy, oral copulation, sexual battery, indecent exposure, and child molestation."

(e) Article 5, Section (N).

The following "Note" shall be added to Article 5, Section (N):

"Note: Nothing precludes USC DPS personnel from responding to and detaining a suspect presenting an immediate threat of death or serious bodily injury to persons on the USC Campus or within the Geographic Area of Responsibility (Exhibit A). In such instances, USC DPS personnel may use that force which is reasonable and necessary to contain or stop the threat until the arrival of LAPD, at which time LAPD will assume command and control of the operation."

(f) **Article 6.**

The following new paragraph shall be added immediately after the first paragraph of Article 6:

"LAPD has agreed to assist USC DPS in obtaining an ORI number from the California Department of Justice in order to access certain databases described below. In addition, LAPD has agreed to grant qualified USC DPS personnel access to the department's Local Area Network (LAN) via an individually assigned LAPD ID number.

The third paragraph in Article 6 that begins with "To ensure compliance with ..." shall be deleted.

(g) **Article 14, Section (B).**

Item (1) under Article 14, Section (B) shall be deleted, and the remaining two items shall be re-numbered accordingly.

3. **Full Force and Effect: Conflict.** Except as otherwise expressly provided herein, the terms of the MOU are hereby ratified and affirmed and shall remain in full force and effect, and the terms of this Amendment shall be deemed a part of the MOU as if fully set forth therein. To the extent any of the terms and conditions of this Amendment conflict with the terms and conditions of the MOU, the terms and conditions set forth herein shall prevail.
4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused Amendment to be executed by their respective duly authorized officers or agents effective as of the date first above written.

UNIVERSITY OF SOUTHERN CALIFORNIA

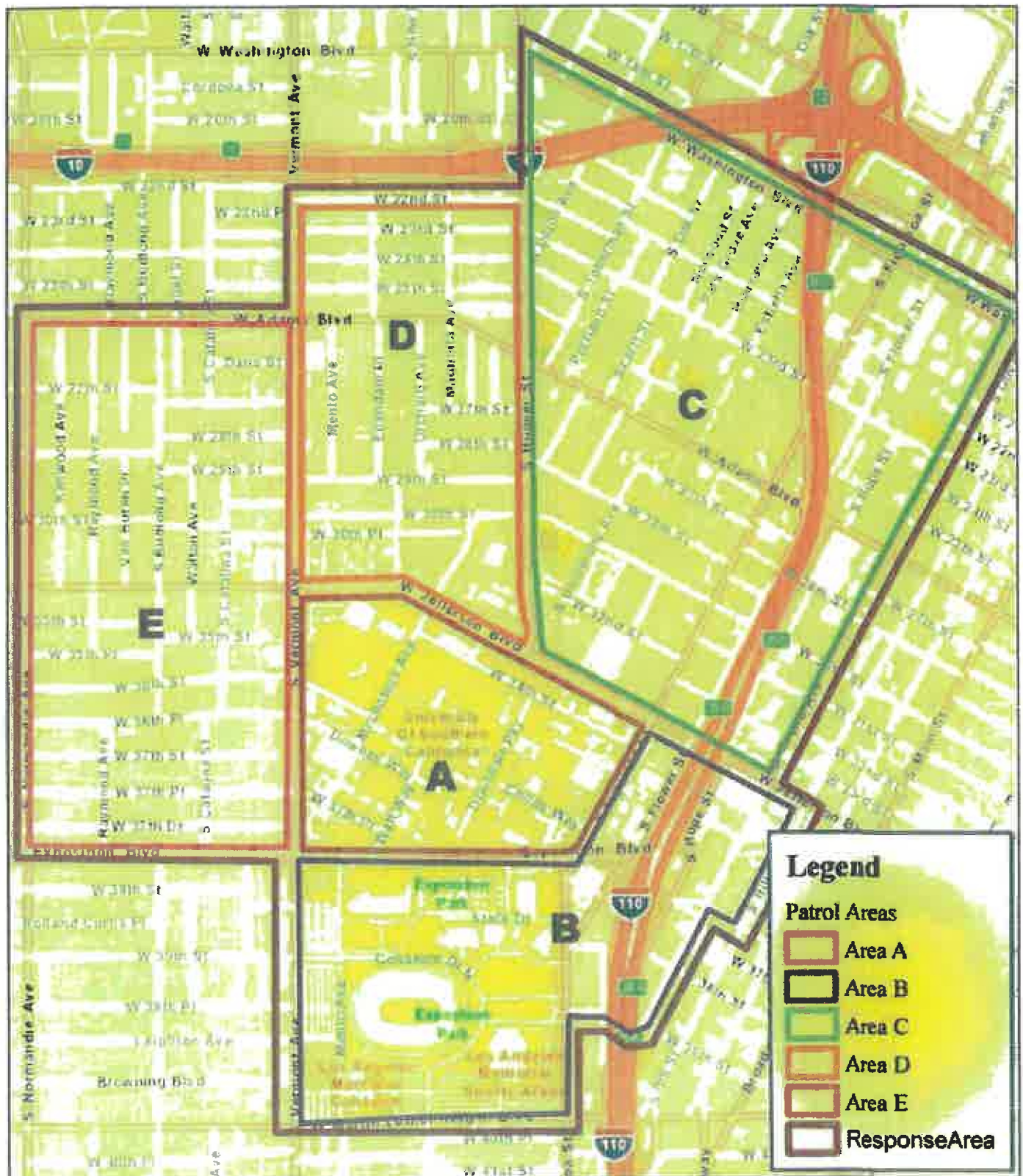
By: Todd Dickey
Name: Todd R. Dickey
Title: Senior Vice President, Administration

CITY OF LOS ANGELES/
LOS ANGELES POLICE DEPARTMENT

By: Charlie Beck
Name: Charlie Beck
Title: Chief of Police

UNIVERSITY PARK CAMPUS Patrol and Response Boundaries

EXHIBIT A



Prepared by USC DPS Crime Analysis

0 0.1 0.2 0.4 0.6 0.8 Miles



**USC University of
Southern California**

TODD R. DICKEY
Senior Vice President, Administration

February 20, 2015

Earl C. Paysinger
Assistant Chief, Office of Operations
Los Angeles Police Department
100 West 1st Street, Room 1035
Los Angeles, CA 90012

Re: Sexual Assault Reporting Process

Dear Earl:

I am writing to clarify the sexual assault reporting process being followed by USC's Department of Public Safety (DPS) pursuant to Article 5 of USC's Memorandum of Understanding with the LAPD (MOU). As you know, Article 5 of the MOU requires DPS to immediately notify the LAPD whenever a crime of a sexual nature is reported to DPS. The MOU states that the reluctance of the victim to report the crime, identify the suspect(s) or proceed with the prosecution shall not be a factor in the reporting policy of USC DPS personnel.

However, section 304 of the federal Violence Against Women Reauthorization Act of 2013 (VAWA) provides that victims of certain specified crimes (sexual assault, domestic violence, dating violence and stalking) have the option to "decline to notify" law enforcement authorities that they have been the victim of a crime. VAWA requires institutions of higher education to inform victims of their right to notify law enforcement, *as well as* their right to decline to notify such authorities. That provision was reiterated by the U.S. Department of Education in the VAWA implementing regulation issued on October 20, 2014 (see 34 CFR Part 668). Thus, while DPS, in accordance with the MOU, will continue to notify the LAPD whenever a crime of a sexual nature is reported to DPS, in order to comply with VAWA, DPS cannot share information regarding the victim's identity where the victim invokes his or her right under VAWA to decline to notify law enforcement. In all other cases, DPS will continue to share all available information with the LAPD. Following this process assures compliance with the requirements of both the MOU and VAWA. If you have other ideas on how to carry out our reporting obligations, I welcome an opportunity to discuss this issue with you.

Assistant Chief Earl Paysinger
February 20, 2015
Page 2

USC values highly the work of the LAPD to prevent sexual assaults in the USC community, and we look forward to continuing to work together on this important issue.

Sincerely,



Todd R. Dickey
Senior Vice President, Administration

cc: John Thomas
Chief, USC Department of Public Safety

Assistant Chief Earl Paysinger
February 20, 2015
Page 3

bcc: Carol Mauch Amir



USC University of Southern California

TODD R. DICKEY
Senior Vice President, Administration

October 6, 2015

VIA FEDERAL EXPRESS

Assistant Chief Jorge Villegas
Operations
Los Angeles Police Department
100 West 1st Street, Room 1035
Los Angeles, California 90012

Re: USC-LAPD Memorandum of Understanding

Dear Assistant Chief Villegas:

USC and the LAPD have enjoyed a long-standing and mutually beneficial relationship under our Memorandum of Understanding ("USC-LAPD MOU"). Recently, the California Attorney General's Office released a Model Memorandum of Understanding ("Model MOU") to assist universities/colleges and local law enforcement agencies improve coordination and collaboration in responding to campus sexual assaults. We believe that USC and the LAPD have good practices and procedures in place under the USC-LAPD MOU with respect to reporting and addressing cases of not only sexual assault but also Part I violent crimes and hate crimes. However, in order to address certain recommendations set forth in the Model MOU, we feel it would be beneficial to both of our organizations to memorialize in this letter some of our practices and procedures.

1. Respective Points of Contact

The Chief of USC DPS and the Chief of Police of the LAPD will serve as our respective points of contact for discussing matters and issues arising under the USC-LAPD MOU, including those related to sexual assault.

2. Affirmation of Shared Goals Regarding Sexual Assault

Both USC and the LAPD are committed to continued enhancement of communication, coordination, and collaboration between our two organizations in

order to remedy sexual assault and violence and hate crimes, and to protect the confidential information of victims.

3. Definition of Hate Crime

As used in the USC-LAPD MOU and in this letter, "hate crime" has the meaning set forth in California Penal Code Sections 422.55 and 422.6. It is a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim: disability, gender, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

4. Collaboration/Coordination in Handling Sexual Assaults, Part 1 Violent Crimes, and Hate Crimes

USC DPS and the LAPD will continue working together to follow the procedures set forth in the USC-LAPD MOU, my letter to Assistant Chief Paysinger dated February 20, 2015 (the "February 2015 Letter"), and this letter regarding the handling of Part 1 violent crimes, sexual assaults, and hate crimes. USC DPS and the LAPD will also continue coordinating their efforts to ensure that victims of sexual assault have access to victim services (including transportation to a health center).

5. Regular Review of Geographic Area of Responsibility Maps

Each year, USC DPS will review the maps attached to the USC-LAPD MOU, which define our DPS' patrol and response areas of responsibility on and around USC's campuses. If USC DPS determines that any updates or changes to the maps are necessary or advisable, it will contact the LAPD to discuss such proposed updates or changes.

6. Resolution of Disputes

Our two organizations have enjoyed a strong relationship over the years without any disputes. We will continue ensuring that lines of communication between USC DPS and the LAPD remain open so that should any disputes arise under the USC-LAPD MOU, they will be summarily resolved.

7. Procedures for USC's Reporting of Crimes to the LAPD

USC DPS will continue to follow the procedures set forth in the USC-LAPD MOU, the February 2015 Letter, and this letter regarding the reporting of crimes (including Part 1 violent crimes, sexual assaults, and hate crimes) to the LAPD.

8. Clery Crimes

The LAPD will continue to inform USC DPS should one of the Clery Act crimes listed below occur so that USC DPS can consider whether the crime represents a significant emergency or dangerous situation involving an immediate or ongoing threat to the health or safety of university students or employees, for which a timely warning should be issued. USC will consider the risk of compromising law enforcement efforts when issuing a timely warning.

The Clery Act crimes are:

- (1) murder and non-negligent manslaughter;
- (2) negligent manslaughter;
- (3) sex offenses including: (a) rape; (b) fondling; (c) statutory rape; and (d) incest;
- (4) robbery;
- (5) aggravated assault;
- (6) burglary;
- (7) motor vehicle theft;
- (8) arson;
- (9) hate crimes (any of the above-mentioned offenses or any incidents of larceny-theft, simple assault, intimidation, or destruction, damage, or vandalism of property, that was motivated by bias against the victim's perceived race, gender, gender identity, religion, sexual orientation, ethnicity, national origin, or disability);
- (10) arrests for violations of California law concerning alcohol, drugs and weapons;
- (11) domestic violence;
- (12) dating violence; and
- (13) stalking.

9. Protection of Victim's Confidential Information

As explained in the February 2015 Letter, while USC DPS will, in accordance with the USC-LAPD MOU, continue to notify the LAPD whenever a crime of a sexual nature is reported to USC DPS, USC DPS cannot share information regarding the victim's identity if the victim invokes his/her right under the federal Violence Against Women Reauthorization Act of 2013 (VAWA) to decline to notify law enforcement.

In addition, California Education Code 67380(a)(6)(A) provides that if the victim of a Part 1 violent crime, sexual assault, or hate crime does not consent to being identified after being informed of his/her right to have his/her personally identifying information withheld, information regarding the victim's identity and the alleged assailant's identity¹ cannot be shared with local law enforcement. Therefore, while USC DPS will continue to report these types of crimes to the LAPD in accordance with the USC-LAPD MOU, if the victim does not consent to having his/her identity disclosed, then USC DPS cannot provide identifying information regarding either the victim or the alleged assailant¹.

10. Resources Available to Sexual Assault Victims

We appreciate the LAPD providing to student victims of sexual assault, the USC-prepared pamphlet regarding on and off-campus counseling and support services available to them. Going forward, we would like to request that the LAPD instead refer such victims to the university's Sexual Assault Resource Center website (<http://sarc.usc.edu>).

11. Joint Meetings to Discuss Crime

The weekly meetings between representatives from USC DPS and the LAPD to discuss crime issues on and around our campus have been extremely informative

¹ A bill, AB 636, was recently passed by both the California Assembly and Senate and has been submitted to Governor Brown for signature, to amend Education Code Section 67380. If the Governor signs the bill, then USC DPS will be permitted to disclose to the LAPD the identity of an alleged assailant (even if the victim does not consent to being identified) if the university determines that the alleged assailant poses a serious or ongoing threat to the safety of students, employees, or the university and the immediate assistance of local law enforcement is necessary to contact or detain the alleged assailant. USC will be required to immediately notify the victim of the disclosure.

and productive. We appreciate the LAPD's willingness to continue participating in these regular meetings with USC DPS.

12. USC's Institutional Investigation of Sexual Assaults

As set forth in Article 5, Sections B and L of the USC-LAPD MOU, criminal investigations of sexual assault are conducted by the LAPD, not USC DPS. As required by Title IX, the Office for Civil Rights of the U.S. Department of Education, and other federal and state authorities, USC's Title IX office investigates allegations of sexual misconduct lodged against students so that it can take appropriate remedial action to ensure equal access to education for all students. Where the LAPD indicates it may pursue a criminal investigation, the Title IX office will coordinate with the LAPD so as not to affect the LAPD investigation.

USC values our partnership with the LAPD, and we look forward to continuing to work together to carry out the intent of the USC-LAPD MOU. If you would like to discuss any of the matters set forth in this letter, please do not hesitate to contact me.

Sincerely,



Todd R. Dickey
Senior Vice President, Administration

cc: John Thomas
Chief, USC Department of Public Safety

Assistant Chief Jorge Villegas
October 6, 2015
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bcc: Carol Mauch Amir

Addendum 2

CHRONOLOGY OF EVENTS

Thursday, April 24, 2024 – Spontaneous Incident

- 11:45 a.m. – USC DPS requests “help”
- 11:46 a.m. – LAPD Officers respond
- 11:51 a.m. – USC DPS requests “help” again
- 11:52 a.m. – Airship cancels help call, requests 20 additional units to 36th St. & Vermont
- 11:54 a.m. – Airship broadcast large group surrounding (DPS) vehicle
- 12:00 p.m. – Media Relations checked-in at command post
- 12:30 p.m. – Commander 3A declares himself the initial Incident Commander
- 12:31 p.m. – The command post is set-up at 36th & Vermont
- 12:35 p.m. – An information briefing with USC DPS Chief Hill & LAPD Chief Tingirides is held
- 12:35 p.m. – USC DPS Chief and USC President request “Mutual Aid”
- 12:41 p.m. – Deputy Chief Tingirides briefed Office of Operations Deputy Chief Woodyard via phone
- 1:00 p.m. – Department Operations Center (DOC) sends out notification that Chief Tingirides is the Incident Commander
- 1:01 p.m. – The DOC contacts 77th Jail for transport vans
- 1:08 p.m. – Lieutenant Ortega approved booking at Metropolitan Detention Center - Captain Otero/ Lt. Berry are notified
- 1:25 p.m. – Airship 18 updates crowd estimate to 200 people
- 1:50 p.m. – Air 18 estimates crowd size to be 200 peaceful protestors
- 1:55 p.m. – DOC or IC advises jail vans to report to the command post
- 2:12 p.m. – DOC requests Metro TSE to go to Command Post
- 2:17 p.m. – Air 18 requests shutdown of southbound Vermont Avenue
- 2:17 p.m. – Los Angeles Fire Department establishes medical command post at 36th & Vermont
- 2:22 p.m. – The dispersal order is given by USC DPS
- 2:38 p.m. – Metro TSE reports they are enroute with 20-25-minute estimated time of arrival
- 2:02 p.m. – Southwest Gang Enforcement Detail (arrest team) is onsite
- 4:00 p.m. – Metropolitan Transit Authority is notified to re-route traffic
- 4:20 p.m. – The Incident Commander’s intent was briefed to the TSE and MFF
- 4:30 p.m. – The USC DPS & Captain Mendoza attempt to meet with the protest leader
- 5:05 p.m. – MFF walking to mid campus staging point
- 5:26 p.m. – USC DPS gave 10-minute warning to disperse or be arrested for trespass
- 5:36 p.m. – Air Unit gives a dispersal order instructing protestors to leave or face arrest
- 5:52 p.m. – USC DPS issues a dispersal order via social media
- 6:00 p.m. – USC DPS / LAPD move to make arrests
- 6:09 p.m. – Tactical Alert requested by the Incident Commander for additional resources
- 6:11 p.m. – Officers put out a help call for items being thrown at them while they are providing a safe perimeter.

Addendum 2

- 6:15 p.m. – Help call cancelled, continued tactical alert and requested additional resources
- 6:24 p.m. – The Incident Commander requested motor resources for a strike team
- 6:30 p.m. – MFF dispatched to Jefferson and Hoover
- 6:45 p.m. – The MFF advised the pedestrians cleared from Jefferson and Hoover
- 7:09 p.m. – Large group from Hoover and Jefferson now at Figueroa and Exposition in the street
- 7:11 p.m. – Plain clothes unit responded to assist with arrests
- 7:30 p.m. – Air 3 monitoring 30-50 protesters walking in USC perimeter
- 7:33 p.m. – Custody Services Division enroute with a bus/LASD bus requested, mutual aid approved by the Incident Commander
- 7:35 p.m. – Tactical alert cancelled
- 7:45 p.m. – Motor units trailing 50 protestors
- 8:30 p.m. – MFF enroute to Alumni Park
- 8:35 p.m. – MFF pushing crowd N/B Trousdale
- 9:10 p.m. – All protestors were dispersed and units enroute back to CP
- 10:00 p.m. – Los Angeles Sheriff Department request for a jail bus was cancelled
- 10:00 p.m. – De-mobilize all units

Saturday, April 27, 2024 – Pre-planned Operation

- Incident Creation and Initial Response (April 27, 2024)
- 6:56 p.m. – Citywide tactical alert declared for a major incident on USC campus
- 7:00 p.m. – Additional unit dispatched
- 7:00 p.m. – Air unit dispatched for crowd estimate
- 7:41 p.m. – Multiple units dispatched
- 8:03 p.m. – Incident Commander at command post
- 10:10 p.m. – Command post requested an Air unit for USC campus for a Pro-Palestine protest
- 10:18 p.m. – All units were advised to respond and park in place; stay in vehicles until advised
- 10:27 p.m. – Incident Commander advised all units to return to the command post
- 10:52 p.m. – Tactical alert cancelled by the Incident Commander
- 10:53 p.m. – Citywide tactical alert officially cancelled
- 11:19 p.m. – Multiple units freed from the incident

Addendum 2

Friday, May 5, 2024 – Pre-planned Operation

- 3:00 a.m. – Personnel check-in
- 3:15 a.m. – All personnel were briefed by the Incident Commander, LAPD Chief of Police, and USC DPS Chief
- 3:55 a.m. – Metro TSE led units to campus to execute the plan
- 4:08 a.m. – Units were at the location on campus ready to execute the plan
- 4:15 a.m. – MFF move to contain the perimeter
- 4:22 a.m. – The trespass notification was made several times via loudspeaker
- 4:30 a.m. – The trespass notification was made again
- 4:36 a.m. – The LAPD Air Unit was overhead
- 4:53 a.m. – The crowd within the encampment was estimated at 200 individuals
- 4:55 a.m. – There were approximately 30 protestors north of the campus
- 5:03 a.m. – The USC DPS began to clear the encampment
- 5:07 a.m. – A media area was established
- 5:18 a.m. – All individuals had vacated the encampment
- 5:30 a.m. – The Los Angeles Fire Department departed the command post due to inactivity
- 5:34 a.m. – Communications Division was notified to cancel the day watch MFF
- 5:57 a.m. – All units returned to the command post
- 6:00 a.m. – The operation ceased