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**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Isla Vista Community Services District and UCSB Police**  
**Academic Year 2019-2020**

**DATED:**

This Memorandum of Understanding (MOU) is made and entered on August 13, 2019, by and between the Isla Vista Community Service District (CSD), and the University of California, Santa Barbara Police Department, by and through the Regents of the University of California (UCPD). CSD and UCPD are collectively referred to herein as the "Parties."

**RECITALS:**

Whereas, CSD is a community service district organized pursuant to Government Code section 61250 et seq., created to provide government services to the community of Isla Vista, adjacent to University of California, Santa Barbara campus.

Whereas, UCPD is the primary law enforcement agency within the UCSB campus ;

Whereas, UCPD operates a professional unit commonly referred to as the Community Service Organization (CSO) which was created as an organization of students to act as a liaison between UCSB students and the Police Department. CSO is a professional unit of the Police Department, maintaining the liaison function, as well as providing safety and security for students, staff and faculty. CSOs patrol the campus 365 days a year, reporting crimes in progress, assisting in emergency situations, and detecting safety hazards.

Whereas, CSOs currently provide personal safety escorts on campus and in Isla Vista for those members of UCSB within the Isla Vista community who do not feel comfortable walking or biking alone at night.

Whereas, CSD and UCPD desire and agree to the provision of personal safety escort services within the broader community of Isla Vista during certain established dates and times on an independent contractor basis.

**AGREEMENT:**

THE PARTIES HEREBY AGREE AS FOLLOWS:

- UCPD will provide CSO personnel to perform on-call, on-site walking and biking escort services for the entire Isla Vista community (see attached map for current CSO Safety Escort zone) at two (2) designated "safety station" locations. UCPD specifically acknowledges

that services under this MOU are not and will not be limited to UCSB students.

- UCPD will provide all CSO personnel with uniforms, bicycles, and radio equipment. UCPD will provide all necessary and required training for all CSO personnel providing services under this MOU, in accordance with UCPD policies, practices, and procedures, and applicable law. As an independent contractors, UCPD will have exclusive control over the provision and execution of services under this MOU.
- CSO escort teams will be responsible for nightly set-up and break-down of safety escort station(s) equipment.
- UCPD will collect non-personal statistical data of escort services performed, and will provide CSD with a monthly report of such statistics included with all invoices.
- CSD will provide UCPD with an approved schedule of hours of safety escort services for academic year to begin August 23, 2019 and ending June 7, 2020.
- The Parties understand and agree that the budget is based on one Basic Safety Escort Team at the current CSO-approved hourly recharge rate of \$15.62. A Basic Safety Escort Team consists of one Lead, one Dispatcher, one Attendant, and four Escorts.
- Suggested schedule by UCPD (attached) is an example for budgetary purposes; dates and times are based on UCSB statistical safety escort requests on record (attached). Any additional hours or changes to the basic safety escort team will be billed according to request or adjustments of hours by CSD.
- Any equipment or supplies required to successfully operate the CSD safety escort program, above and beyond equipment and supplies provided by UCPD in connection with the provision of services under this MOU, will be pre-approved in writing by CSD and billed accordingly. Initial additional equipment to support a basic safety escort station includes: one covered 10x10 pop-up tent with CSO logo; one six foot table and four chairs. CSD will be responsible for supplying any additional signage, informational material, or promotional items to the basic safety escort team operating out of the basic safety escort station.
- Below is the estimated cost for one basic safety escort team station for one academic year. Estimates are based on 65 CSO hours per basic safety escort team per day, covering a total of 54 nights of safety escort service.

<i>Qty.</i>	<i>basic Safety Escort Team</i>	<i>Hours</i>	<i>Cost</i>	<i>Est. Total</i>
1	Lead: <i>organize &amp; manage basic teams</i>	351	15.62	5482.62
1	Dispatcher to keep track of everyone	351	15.62	5482.62
4	Attendants: walk-up service reps at tables	1404	15.62	21930.48

4	Safety Escorts:	1404	15.62	21930.48
	Estimated Totals:	3510		54826.20
	Equipment expenses for safety escort stations:			1500.00
	Estimated Total			56326.20

**PAYMENT:** UCPD shall send monthly invoices billed to CSD and CSD shall make payment within 30 days of receipt of such invoice.

**OTHER ITEMS:**

- CSD may add, change or reduce any level of service or station location(s) at any time during this MOU upon 30 days prior written request to UCPD.
- Two (2) CSD safety escort stations will be located at fixed location(s) within the Isla Vista community, to be mutually agreed upon by the CSD and UCPD in writing.
- CSD will store all safety escort station equipment and ensure access to equipment during scheduled times on weekends.
- UCPD and CSD agree to a monthly meeting, including other stakeholders, to guide the progress and activities of the safety station program.
- Campus disasters and emergencies will have first priority over the CSD safety escort program services provided under this MOU.
- During disasters or / emergencies, all CSOs on duty may be deployed to various campus or IV locations, as determined solely by UCPD.
- In the event of bad weather (sufficient to keep most Isla Vista residents indoors) UCPD may shut down the CSD safety escort stations early or not set them up if those same conditions are expected.
- UCPD will report program statistics, a list of which will be mutually agreed upon by CSD and UCPD in writing, to the CSD on a monthly basis and make a presentation to the Board of Directors once per quarter.

**TERM:**

This MOU shall become effective upon the execution by all Parties hereto and safety escort services will commence at 12:00 a.m., August 14, 2019. The MOU shall continue in effect through 11:59 p.m. June 7, 2020, unless terminated by one of the Parties by at least 30-days prior written notice to the other party. This MOU may be renewed on an academic year basis by mutual written agreement of the Parties.

**INDEMNIFICATION BY UCPD:**

UCPD agrees to defend, indemnify, and hold CSD, including its officials, officers (contract or employed), interns, and volunteers, harmless from

and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, that arise solely out of UCPD negligence, (Liability) arising from obligations of UCPD to pay payroll taxes, worker's compensation, provide employee benefits, including insurance, and reimbursement of expenses, or as otherwise required under terms of agreement with any personnel employed by UCPD providing services under this MOU; and as to Liability resulting solely from the negligence, any action, omission, representation, or misrepresentation, of any personnel employed by UCPD providing services under this MOU, as to any other party or person.

**INDEMNIFICATION BY CSD:**

CSD agrees to defend, indemnify and hold UCPD, including its officers, officials, employees, agents and volunteers, harmless from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from its sole negligence, intentional action, omission, representation, or misrepresentation.

**AMENDMENT:**

Any revisions to this MOU shall first be considered in a "meet and confer" between the Parties with approved modifications documented in writing and signed by all Parties prior to becoming effective. No oral understanding or agreement not incorporated herein, or in any amendment, shall be binding on any of the Parties hereto.

**NO ASSIGNMENT WITHOUT PRIOR WRITTEN CONSENT:**

This MOU may not be assigned, in whole or part, by either party, without the express prior written agreement of the other party, which consent may be refused in such party's sole discretion. Any such consent shall not relieve either party from full and direct responsibility for all services performed and obligations incurred by each respective party prior to the effective date of assignment.

**NOTICES:**

All notices pursuant to this MOU shall be delivered by Express Mail or Express Delivery (2 day) services to the Parties at the following addresses:

CSD: Attention:

*General Manager, Isla Vista Community Services District*  
Isla Vista Community Services District  
970 Embarcadero del Mar, Suite 101  
Goleta, CA 93117-4817  
Office: (805) 881-3853

E-mail: [generalmanager@islavistacsd.com](mailto:generalmanager@islavistacsd.com)

With a copy to:

G. Ross Trindle, III, District Counsel  
Aleshire & Wynder, LLP  
3880 Lemon Street, Suite 520  
Riverside, CA 92612  
Office: (951) 241-7338  
E-mail: gtrindle@awattorneys.com

UCPD: Attention:  
James Brock, Chief of Police  
1209 Public Safety Bldg. #564  
Santa Barbara, CA 93106  
Office: (805) 893-4151  
Email: Dustin.Olson@ucsb.edu

**GOVERNING LAW:**

This MOU shall be governed by, construed, and enforced in accordance with the laws of the State of California. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this MOU is in Superior Court of the State of California, County of Santa Barbara. Prior to the filing of any legal action arising out of or brought under this MOU, the Parties agree to pursue good faith mediation efforts, the completion of which is a condition precedent to the filing of any legal action. In any subsequent legal action contemplated hereunder, the prevailing party shall be entitled to reasonable costs and fees, including reasonable attorney's fees.

**FORCE MAJEURE:**

Neither party will be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

**SEVERABILITY:**

If a provision of this MOU becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of this MOU or of any portion of the invalidated provision that remains legal, valid, or enforceable.

**WAIVER:**

Waiver or non-enforcement by either party of a provision of this MOU will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.



