

CHAPTER 2
OPERATIONAL POLICIES AND PROCEDURES
REVISED JUNE 2014
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CHAPTER 2

OPERATIONAL POLICIES AND PROCEDURES

1. RESPONSE POLICY. Field Division commanders will coordinate with their Area commanders to ensure the policies of this chapter are consistently implemented. The following will govern routine response to requests for Safety Services Program (SSP) related services:

a. Response to Calls for Service. Government Code (GC) Section 14615(b) states the California Highway Patrol (CHP) has jurisdiction over those matters related to the security of state employees, property, and occupants of state property. The CHP can share concurrent jurisdiction with allied law enforcement agencies for the investigation of crimes occurring on state property. The CHP will honor Memorandums of Understanding (MOU) and work with allied law enforcement agencies on any requested or necessary MOU modifications. If an allied law enforcement agency elects to no longer participate in an MOU, the CHP will assume jurisdictional responsibility. Regardless of whether an MOU has been established, if an allied agency cannot or will not respond to a crime on state property, the CHP will respond when required.

(1) In the event CHP assumes jurisdictional responsibility for a crime committed on state property, the CHP shall handle all incidents to conclusion. In cases requiring extensive follow up, Area Standard Operating Procedures (SOP) may allow officers to gather preliminary investigative information. These preliminary reports shall be forwarded to Area or Division investigators for final disposition.

(2) Supervisors may request, through their Area commander, assistance from investigators assigned to Division to complete investigations requiring specialized skills.

(3) In instances where no immediate threat exists to the safety of state employees, property, or occupants of a state property and the CHP determines a response is not necessary, the on-duty supervisor shall advise the client agency to complete the STD. 99, Report of Crime or Criminally Caused Property Damage on State Property. (Refer to Chapter 3, Crime Incident Reporting.)

(4) In jurisdictions where the CHP cannot respond immediately and/or the cooperation of a concurrent jurisdictional local law enforcement agency may be required, an MOU should be established as outlined in this chapter. (Refer to

paragraph 2.) The CHP shall respond as soon as practical and handle these incidents to conclusion.

(5) Upon receiving concurrence from the Division commander, an Area may enter into an MOU with local law enforcement to handle agency requests for service. However, the Area is still responsible for the collection of information as defined in Chapter 3 of this manual.

(6) When a local law enforcement agency is unable or unwilling to provide requested services as outlined in an MOU, the CHP shall handle these incidents to conclusion.

b. State Facilities with Existing Law Enforcement Personnel. With certain exceptions, the CHP will not provide nonreimbursable SSP services to the following state agencies that employ their own law enforcement personnel responsible for police services and/or facility security: University of California, California State University, Hastings College of the Law, State Hospitals of the Department of Mental Health and Developmental Services, institutions and camps of the Department of Corrections and Rehabilitation and Youth Authority, and parks and beaches of the Department of Parks and Recreation. Exceptions include the following:

(1) Emergency situations.

(2) When it is determined to be in the best interest of the Department to provide the requested services.

(3) The requested services fall outside of the training and capabilities of on-site law enforcement personnel.

(4) An MOU for the requested service exists between the CHP Area office and the requesting agency.

(5) When providing mutual aid according to state mutual aid guidelines.

NOTE: Area commanders may enter into an MOU with state agencies within their area of responsibility to perform specific law enforcement services which are not routinely performed by the client agency's law enforcement personnel.

2. RESPONSE COORDINATION AND PLANNING. Field Division commanders, Area commanders, or their designee shall periodically meet with individual local law enforcement agencies having concurrent general law enforcement jurisdiction in their Divisions. Roles and responsibilities for response to crimes on state property shall be discussed and should be documented in an MOU as necessary.

a. Memorandums of Understanding. Allied law enforcement agencies may provide law enforcement services on state-owned or state-leased properties, provided a written MOU has been established and is in effect. Area commanders are required to justify the need for the MOU to Division. When the necessity of an MOU is warranted and approved, the MOU shall state the law enforcement services that will be provided by the appropriate allied law enforcement agency. Services which should be addressed in an MOU include, but are not limited to, the following:

- (1) Special Weapons and Tactics Team response.
- (2) Critical Incident/Hostage Negotiation Team.
- (3) Explosive Ordinance Disposal Team response.
- (4) Forensic services assistance for major crimes that exceed the current training of available Area and or Division personnel.

NOTE: Areas should use Highway Patrol Manual (HPM) 100.67, Law Enforcement Assistance and Inter-Jurisdictional Operations, as a general guideline.

The MOU shall be in effect for a term of no more than five years. To ensure established MOUs meet the needs of the Department, Area SOPs shall be in place to ensure each MOU is reviewed annually. If it is determined that an MOU needs to be extended or modified, the new MOU shall be approved by Division. The justification for approval shall include an explanation justifying the need for assistance and a plan for maximizing CHP services to state-owned or state-leased properties.

b. Local Law Enforcement Agencies. The CHP Area commanders or their designees shall periodically meet with local law enforcement agencies to discuss law enforcement response to state facilities.

c. State Facility Managers. In addition to regular meetings with local law enforcement agencies, CHP commanders or their designees should also meet with state facility managers to develop a mutual understanding as to the level of service and response they can expect from the CHP. These discussions should include an explanation of any MOUs which have been entered into by the CHP with local law enforcement. Commanders shall discuss procedures to follow in instances where the local law enforcement agency is unable or unwilling to respond to a particular state facility and when CHP is unavailable to respond to a non-emergency incident.

- (1) California Highway Patrol Area offices shall annually submit a CHP 32, California Highway Patrol Introduction Letter, to all state facility managers within their jurisdiction. (Refer to Annex B.) The CHP 32 will be used to

provide each state agency with CHP Area office contact information. The state facility manager will be required to complete and return page two of the CHP 32 to their CHP Area office. This will ensure the correct contact information for each state agency is on file.

(2) State facility managers shall be made aware that if a CHP officer does not respond to investigate, the facility manager must report the occurrence of the crimes and criminally-caused property damage to the CHP on the STD. 99, as required by Section 14613.7(a) GC. The STD. 99 shall be forwarded to the local CHP Area office with jurisdiction where the crime/incident occurred.

NOTE: When a local law enforcement agency responds to an incident at the state-owned or state-leased property, it is still the responsibility of the facility manager to complete and forward the STD. 99.

d. Development of Standard Operating Procedures. After agreements are reached with local law enforcement agencies and discussions are held with state facility managers, SOPs shall be developed and maintained consistent with the requirements of this manual and the respective Division commander.

3. JURISDICTIONAL SERVICE CONFLICTS. Conflicts concerning which agency will investigate crimes committed on state property will be resolved using these guidelines:

a. In instances where the local law enforcement agency has entered into an MOU to provide services but refuses to conduct an investigation for a state government agency, the CHP will complete the appropriate investigation in accordance with departmental policy.

b. When specialized skills are needed to effectively complete a criminal investigation, supervisors may request assistance from Division investigators possessing the desired skills. Supervisors may also request assistance from local law enforcement agencies consistent with established MOUs and Area SOPs.

c. If the CHP is made aware of concerns regarding the level of service provided by an allied law enforcement agency, the CHP Area commander will immediately contact and coordinate with the law enforcement agency to address the issue. If the matter cannot be resolved, the Area commander shall document and notify the Division commander. As necessary, the affected Division may request conflict resolution assistance from Protective Services Division.

4. REIMBURSABLE SERVICES AGREEMENTS. State government agencies which express a need for additional law enforcement services shall be advised of the reimbursable service agreement program. These negotiated contracts can be designed

to provide mutually agreed upon law enforcement service at locations throughout the state. (Refer to HPM 11.1, Administrative Procedures Manual, Chapter 6, Reimbursable Services.)_

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ANNEX A

MEMORANDUM OF UNDERSTANDING TEMPLATE

California Highway Patrol and (Concurrent Jurisdictional Law Enforcement Agency)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is among and between the **(Area Name)** California Highway Patrol (“CHP”) and the **(Concurrent Jurisdictional Law Enforcement Agency)**.”). Hereafter, referred to as “the parties”.

The purpose of this MOU is to define the jurisdictional responsibilities and response policies of each party within the city/county of **(Name of City/County)**. In accordance with section 14615(b) of the California Government Code, The Department of the California Highway Patrol has jurisdiction over those matters related to the security of state officers, property, and occupants of state property. Furthermore, Section 2400(h) of the California Vehicle Code authorizes CHP to provide for the physical security of any current or former constitutional officers of the state, and any current or former legislator of the state.

There are **(Quantity)** State of California venues (hereafter referred to as “Service Areas”) within **(Name of City/County)** city/county limits. The CHP’s Service Areas exclude state entities that employ their own law enforcement personnel with police services responsibilities (e.g., State Correctional Facilities, Youth Authority, applicable State Universities, and **any other identified applicable agency**). A complete list of Service Areas is attached as “Annex A”. The primary state Service Areas are:

1. **(Identified Building/Facility)** located at **(location/address)**
2. **(Identified Building/Facility)** located at **(location/address)**
3. **(Identified Building/Facility)** located at **(location/address)**

It is the mutual desire of the CHP and the **(Concurrent Jurisdictional Law Enforcement Agency)** to provide the highest level of service possible to the public, as well as provide for the continuity of crime reporting, analysis, and prevention. To achieve those goals, party duties and the operational guidelines of this MOU are as follows:

1. The CHP is responsible for providing traffic patrol, Vehicle Code enforcement, accident investigation, and motorist services on all highways designated as freeways in the city/county of **(Name of City/County)**.

2. The CHP shall respond to and investigate all non-Vehicle Code crimes occurring on state property, in the CHP's jurisdiction, and Service Areas within the city/county limits of **(Name of City/County)**. Exceptions to this protocol may include incidents involving serious crimes (e. g., homicide, sexual assault, assault with a deadly weapon). Upon request by the CHP, the **(Concurrent Jurisdictional Law Enforcement Agency)** will assume primary responsibility for investigating specific incidents. Under the specified conditions, the **(Concurrent Jurisdictional Law Enforcement Agency)** will become the primary investigative agency.

3. The **(Concurrent Jurisdictional Law Enforcement Agency)**, at the request of the CHP, will respond and investigate CHP officer-involved shootings within the CHP and the **(Concurrent Jurisdictional Law Enforcement Agency's)** jurisdictions in the city/county of **(Name of City/County)**. The CHP will conduct concurrent investigations for internal purposes only.

4. When request for police or emergency services within the CHP's Service Areas are received, all requests will be dispatched in accordance with current protocol. If the initial request is received by the **(Concurrent Jurisdictional Law Enforcement Agency's)**, they shall notify the **(Designated Area Name)** CHP communications center as soon as it is practicable. In the event that the **(Concurrent Jurisdictional Law Enforcement Agency)** arrives first at the scene of an incident where CHP has primary investigative responsibilities, the **(Concurrent Jurisdictional Law Enforcement Agency)** will take reasonable steps to secure the scene until the CHP arrives.

5. The CHP and **(Concurrent Jurisdictional Law Enforcement Agency)** mutually agree that in the event of an inability or delayed response on the part of either party, each may, upon the request of the party having primary jurisdiction, provide for the investigation, reporting, or other services as required.

6. The CHP and **(Concurrent Jurisdictional Law Enforcement Agency)** mutually agree that the **(Concurrent Jurisdictional Law Enforcement Agency)** may enforce all local, state, and federal laws on all state property adjacent to and below **(Specify applicable highways/service areas)**. As part of enforcing "quality of life" laws, the **(Concurrent Jurisdictional Law Enforcement Agency)** may enforce applicable laws upon notification to the CHP and request that the **(Name of Local agency with authority/responsibility)** remove rubbish and seize property slated for destruction from state property.

7. Indemnification. In the event of a claim or lawsuit, accident, injury, or loss of property, arising under this MOU, each party is to bear its own cost.

8. Termination. Either party may terminate its responsibilities and duties under this MOU after sixty days of written notice to the other party.

9. This MOU shall remain in effect for one year from date of signing and may be extended on a year by year basis upon review and approval of the CHP Division commander.

I. M. AREA	DATE
Commander, California Highway Patrol	

Concurrent Jurisdictional Law Enforcement Commander	DATE
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I. M. DIVISION	DATE
Commander, California Highway Patrol	

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ANNEX B

CHP 32, CALIFORNIA HIGHWAY PATROL INTRODUCTION LETTER

<p>State of California - Transportation Agency</p> <hr/> <p>DEPARTMENT OF CALIFORNIA HIGHWAY PATROL</p> <p>Area Office Name Address City, CA ZIP Code Area Phone Number (800) 735-2929 (TT / TDD) (800) 735-2922 (Voice)</p> <p>April 29, 2014</p> <p>State Agency Name Address City, CA ZIP Code</p> <p>Dear State Facility Manager:</p> <p>This letter is to introduce myself and inform you of the responsibilities of the California Highway Patrol (CHP). I am _____ of the CHP, _____ office.</p> <p>The mission of the CHP is to provide for the protection of life and property through the delivery of law enforcement services to state government. Therefore, a CHP Safety Services Program (SSP) was established to provide for the administration of law enforcement services to ensure the safety of state government officials, employees, state property, and occupants of state property.</p> <p>The SSP is responsible for the Master Service Agreement for unarmed security, Crime Prevention, Emergency Preparedness, Workplace Violence Prevention, Event Permits, and Site Vulnerability Assessments.</p> <p>A handbook has been produced by the CHP to facilitate the efforts of all state agencies to develop an effective crime prevention plan. The handbook, identified as Highway Patrol Handbook (HPH) 100.2, California State Agency Crime Prevention & Security Handbook, includes a step-by-step checklist to develop a viable plan to help reduce crime and increase security at state facilities. I am able to provide a copy of the handbook upon request.</p> <p>If a crime occurs on state property and the CHP is unable to respond to investigate, or if another law enforcement agency responds, the state facility manager must report the incident to the CHP on a STD. 99, Report of Crime or Criminally Caused Property Damage on State Property, as required by Section 14613.7(a) of the Government Code. The STD. 99 can be completed online at www.chp.ca.gov/pdf/std_99.pdf. Mail your completed STD. 99 reports to :</p>	<p>EDMUND G. BROWN Jr., Governor</p> <hr/> <table border="1" style="width: 100%;"><tr><td>AREA NAME (Include 'Area' at the end of name)</td></tr><tr><td>ADDRESS</td></tr><tr><td>CITY</td></tr><tr><td>ZIP CODE</td></tr><tr><td>PHONE NUMBER</td></tr><tr><td>COMMANDER'S NAME</td></tr><tr><td>TITLE</td></tr><tr><td>SIGNATURE BLOCK (First and middle initials and last name)</td></tr><tr><td>STATE AGENCY NAME</td></tr><tr><td>ADDRESS</td></tr><tr><td>CITY</td></tr><tr><td>ZIP CODE</td></tr></table> <p>Completing information in this box will auto-fill parts of the form letter.</p>	AREA NAME (Include 'Area' at the end of name)	ADDRESS	CITY	ZIP CODE	PHONE NUMBER	COMMANDER'S NAME	TITLE	SIGNATURE BLOCK (First and middle initials and last name)	STATE AGENCY NAME	ADDRESS	CITY	ZIP CODE
AREA NAME (Include 'Area' at the end of name)													
ADDRESS													
CITY													
ZIP CODE													
PHONE NUMBER													
COMMANDER'S NAME													
TITLE													
SIGNATURE BLOCK (First and middle initials and last name)													
STATE AGENCY NAME													
ADDRESS													
CITY													
ZIP CODE													

California Highway Patrol
Area Office Name
Address
City, CA ZIP Code

Safety, Service, and Security
CHP 32 (Rev. 4-14) OPI 029



An Internationally Accredited Agency
Chp32_0414.pdf

ANNEX B

CHP 32, CALIFORNIA HIGHWAY PATROL INTRODUCTION LETTER (*continued*)

State Facility Manager
Page 2
Date

So that we may better serve you, please complete the response form on this page and mail it to the Area office address on the previous page.

For more information regarding the CHP's SSP, please call the CHP _____ office at _____.

Sincerely,

Signature Block, Commander's Title
Commander

----- DETACH HERE AND RETURN TO CHP AREA OFFICE -----

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CALIFORNIA HIGHWAY PATROL INTRODUCTION LETTER - RESPONSE FORM

CHP 32 (Rev. 4-14) OPI 029

STATE FACILITY MANAGER / PRIMARY CONTACT PERSON

TELEPHONE NUMBER

SECONDARY CONTACT PERSON

TELEPHONE NUMBER

ADDITIONAL INFORMATION

E-MAIL ADDRESS

Chp32_0414.pdf