LAW ENFORCEMENT COOPERATIVE AGREEMENT

This Law Enforcement Cooperative Agreement ("Agreement") is entered into this 1st day of July 2013, between the City of Burbank ("City") and the Burbank-Glendale-Pasadena Airport Authority ("Authority").

I. DECLARATIONS

The parties hereto recognize and acknowledge that a large portion of the Bob Hope Airport ("Airport"), including the terminal and all major parking lots, is located within the City of Burbank. The Burbank Police Department ("BPD") and the Burbank-Glendale-Pasadena Airport Authority Police Department ("Airport Police") share law enforcement jurisdiction at the Airport. The purpose of this Agreement is to set forth guidelines and responsibilities of the parties. Both agencies recognize that each entity possesses unique qualities, skills, and resources that may be valuable to the other, and hereby agree to support the other as set forth herein.

II. FIELD OPERATIONS

A. CRIMINAL INCIDENTS

1. The Airport Police shall have the initial responsibility for response and investigation of all criminal or potentially criminal incidents originating on Airport property.

2. The Airport Police shall have primary responsibility for all violations of federal law pertaining to the Airport, aircraft, or aviation that occur on the Airport. The Airport Police shall notify the proper federal agency and/or such local authorities (including the BPD) as required and as indicated by the type of crime, and shall relinquish control to the BPD, or other appropriate agency, pursuant to state and/or federal law and/or jurisdictional responsibility.

3. The BPD shall have primary responsibility for all incidents (including criminal, traffic and aviation) occurring off Airport property within the City of Burbank.

4. The BPD may assist the Airport Police in any initial response to criminal incidents occurring on Airport property, with the concurrence of each agency. Assistance may include the preparation of reports and follow-up investigation.

5. In the event of a violent felony (e.g., homicide, rape, etc.) occurring on Airport property, responsibility for the investigation will be assumed by the BPD.

6. The BPD shall be the custodian of records for all Airport Police generated records pertaining to Airport Police criminal cases and vehicle impounds. Airport Police arrest reports, vehicle impound reports, or reports in which property has been booked into evidence shall be submitted to the BPD Watch Commander for review and approval. The Airport Police will remain at the BPD station until the report is approved. The BPD will make all reasonable efforts to expedite the report approval process. Airport Police supervisor approved reports which do not involve arrests, vehicle impounds or booked property, may be submitted directly to the BPD Records Bureau for filing.

7. The BPD has the final authority to approve criminal bookings, vehicle impounds, and police reports based on BPD policies and state law.

8. The Airport Police may transfer command, control, and radio communications of an Airport Police vehicle pursuit from the Airport Watch Commander to the BPD Watch Commander. Upon such transfer, BPD Communications Center personnel will handle radio communications, coordination with BPD field/air units and other allied law enforcement agencies. The management of the pursuit will be in accordance with BPD policy.

B. TRAFFIC AND PARKING CONTROL

1. The Airport Police shall have the primary responsibility for traffic control and the enforcement of state and local traffic laws on Airport property, including the issuance of citations for parking and moving violations.

2. The Airport Police shall have primary responsibility for reporting/investigating traffic accidents on Airport property.

3. The BPD shall assist in the response, preparation of initial reports, and follow-up investigation of traffic accidents when requested by the Airport Police, and with the concurrence of each agency.

4. In the event of a traffic accident occurring on Airport property involving serious injuries, the primary responsibility for investigation and reporting may be relinquished by the Airport Police to the BPD, with the concurrence of each agency.

5. The BPD shall have primary investigation and reporting responsibility in the event of a fatal traffic accident occurring on Airport property.

6. The BPD will make traffic collision reports available to involved parties pursuant to the provisions of the California Vehicle Code and/or other applicable law.

7. The BPD will conduct hearings on behalf of the Airport Police upon request of a person(s) entitled to a post-storage (vehicle impound) hearing. The Airport Police will provide the BPD with all relevant information to conduct the hearing. If a vehicle impound is determined to be unlawful by the hearing officer, the Airport Police shall bear the financial responsibility to reimburse the vehicle owner for any fees incurred.

8. The BPD will issue vehicle impound release authorization documents to vehicle owners or their agents. The BPD will collect and keep any administrative fee authorized by the Vehicle Code and approved as part of a generally applicable fee schedule (i.e., not limited to Airport property) by the Burbank City Council for the impound release.

9. The BPD will be responsible for processing contested parking citations issued by the Airport Police. Upon request of the BPD, the

Airport Police will submit a declaration of the facts supporting the violation and/or any other necessary documentation/evidence.

10. The BPD shall draft and distribute citation correction letters on behalf of the Airport Police.

11. The BPD will provide Airport Police with parking citation books. The Airport Police will print the word "AIRPORT" in bold capital letters on the header of each citation issued.

C. AVIATION INCIDENTS

1. The Airport Police shall have primary responsibility for all aviation incidents on Airport property.

2. The BPD shall have primary responsibility for all aviation incidents occurring off Airport property within the City of Burbank.

3. The Airport Police shall assist in the response, action to control, preparation of initial reports, and follow-up investigation of aviation incidents occurring off Airport property within the City of Burbank, when requested by the BPD.

4. Primary responsibility for any aviation incident off Airport property within the City of Burbank may be relinquished to the Airport Police, with the concurrence of each agency.

D. COMMUNICATIONS

1. The BPD authorizes the Airport Police to use BPD Dispatch, "Tac 3" and "Tac 4", and Traffic Channel. The use is limited to emergency transmissions and other transmissions necessary to ensure that law enforcement activities are effectively coordinated.

2. The Airport Police authorizes the BPD to use Airport Channels 1 and 3. The use is limited to emergency transmissions and other transmissions necessary to ensure that law enforcement activities are effectively coordinated.

3. The BPD has assigned unit designations 300 through 399 to the Airport Police. The Airport Police shall provide the BPD with a current roster of officers assigned to the unit numbers, and shall continually update the roster whenever changes are made.

E. INVESTIGATIONS

1. Unless otherwise determined by the BPD Chief, the BPD will provide investigative follow-up as needed for arrests made by Airport Police.

2. The BPD will provide investigative support for criminal prosecutions throughout the judicial process.

3. An Airport Police representative is encouraged to attend the weekly BPD Crime Control Meetings.

4. The Airport Police will store evidence at the BPD Department. The Airport Police will follow all BPD procedures and policies in handling, packaging, and documentation of evidence.

5. The BPD will process evidence submitted by the Airport Police for laboratory testing as may be appropriate. The Airport Police will assume the financial responsibility associated with the testing.

6. The BPD has the authority to dispose of BPD-held Airport Police evidence in accordance with BPD policy and procedures.

F. MEDIA RELATIONS

1. Except as requested by the Airport Police Chief or the designee thereof, the Airport Police will provide a Public Information Officer (PIO) to address Airport specific media inquiries for incidents within primary jurisdiction.

2. The BPD PIO or the designee thereof may release the following information to the media on persons arrested by the Airport Police:

   a) Name
   b) Age
   c) Booking Charge, Date and Time
   d) Brief circumstances of the arrest
   e) Arrest Location
   f) Bail Amount
   g) Arraignment Date, Time and Location

3. The Airport Police may request the services of the BPD PIO for unusual occurrences with the approval of the BPD Watch Commander.

4. During after-hours, the Airport Police shall promptly notify the BPD PIO and the Watch Commander of the arrest of an individual that is likely to draw media interest (i.e., dignitaries, celebrities, government employees, elected officials, etc.).

III. SUPPORT AND ADMINISTRATIVE SERVICES

A. PERSONNEL COMPLAINTS

1. Each agency will be responsible for investigating possible and/or alleged misconduct by its own personnel.

2. Each agency will make witness employees available, through Administrative Liaisons, to internal investigators from the other agency.

3. Each agency will follow the requirements provided within the Peace Officers' Procedural Bill of Rights.

4. Received personnel complaints, involving personnel from the other agency, shall be promptly forwarded to that agency.

5. At the request of the Airport Police Chief, the BPD Chief may assume responsibility for an Airport Police internal affairs investigation, or criminal investigation involving a sworn or civilian airport employee, based on the severity or complexity of the case.

B. IN-SERVICE TRAINING

1. The BPD shall provide Airport Police officers with the opportunity to attend POST approved and other appropriate in-service training conducted or hosted by the BPD.
2. Upon the approval of the Airport Police and availability of such areas, access to pre-designated areas of the Airport may be provided for BPD training (motorcycle, SWAT, emergency vehicle operations, etc.).

3. To the extent feasible, the Airport Police shall provide BPD officers with the opportunity to attend training sponsored or hosted by the Airport Police (i.e., terrorism, hijacking, aircraft crash, etc.).

C. RANGE FACILITIES

1. The BPD shall provide range facilities and training for Airport Police officers in compliance with state requirements and BPD Directives.

2. The Airport Police shall schedule range times for its officers during regular operating hours and/or at a mutually agreed upon time.

3. The Airport Police shall provide the necessary supplies, equipment, repairs, and maintenance of its weapons to comply with BPD Rangemaster requirements.

4. Airport Police officers shall comply with BPD policies and procedures concerning the use of the range and proficiency requirements.

5. All weapons of the Airport Police used at the BPD range shall be subject to inspection by the BPD Rangemaster. The BPD Rangemaster has final authority in the use of any weapon at the BPD range.

D. SUBPOENAS AND RECORDS

1. Airport Police citations scheduled for court trial shall be routed through the BPD Subpoena Office. The BPD shall forward the subpoenas to the Airport Police.

2. In cooperation with Airport Police, the BPD will process Public Records Act requests and discovery requests for Airport Police documents in the possession of the BPD.

3. The BPD shall maintain reports received from the Airport Police. Reports will be purged according to law and/or the City Council approved Records Retention Schedule. BPD report numbers

(DR#) will only be provided upon receipt of the report. Report numbers will not be issued by telephone, computer, or the radio.

4. Upon an official request by the BPD for a legitimate law enforcement purpose, the Airport Police will provide Automated License Plate Reader (ALPR) data (i.e., the data relate to a specific criminal investigation or department-related civil or administrative action).

5. The BPD will provide the Airport Police remote access to the BPD Tiburon Records Management System. Access to the system is restricted to official law enforcement purposes. Unauthorized dissemination of confidential information is prohibited. The BPD reserves the right to revoke access by individuals who violate these terms.

6. By January 1, 2014, or as soon as feasible, the Airport Police will enter all crime reports intended to be filed at the BPD into the BPD Records Management System.

7. The BPD will provide the Airport Police on-going training for crime report data entry into the BPD Records Management System.

E. JAIL FACILITITES

1. Airport Police may book and detain arrestees into the BPD Jail Facilities ("Burbank Jail"). The BPD, however, after a reasonable assessment may refuse to accept any prisoner brought to the Burbank Jail by the Airport Police. In determining suitability for booking and/or detention in the Burbank Jail, Airport Police arrestees shall be subject to the same BPD standards and guidelines applicable to all other arrestees. If BPD determines that a prisoner needs medical approval for booking, it shall be the responsibility of the Airport Police to obtain medical approval at the Authority's cost. If, after being booked in the Burbank Jail, BPD determines that a prisoner brought in by the Airport Police should be removed to another jail facility, it shall be the responsibility of

Airport Police to provide such removal and transportation as soon as possible upon notification by BPD.

2. The BPD makes no assumption or ratification of, or finding regarding the legal validity of an arrest by accepting custody of Airport Police arrestees. The Authority shall defend, indemnify, and hold BPD and City harmless for all claims and/or liability arising out of detention of Airport Police arrestees in the Burbank Jail, including but not limited to claims for false arrest, false imprisonment, failure to provide medical care or attention, assault, battery, wrongful death, civil rights violations, and any other claims of any nature arising of BPD's acceptance of Airport Police custodies. This defense, indemnity, and hold harmless obligation shall not apply in the event a claim and/or liability is determined by a court of competent jurisdiction to have occurred as a direct result of intentionally tortious, reckless, or criminal acts by BPD or City employees.

F. REVENUE

1. In consideration for the support, training, and administrative services provided to the Airport Police by the BPD, as set forth herein, the City shall receive fines and forfeitures derived from, or related to state and municipal law criminal offenses occurring on Airport property. Such fines and forfeitures shall not include fines and forfeitures arising from violation of federal law offenses or from violation of Authority rules and regulations. Such fines and forfeitures shall be transmitted to the BPD on a bi-monthly basis per calendar year.

G. GRANTS

1. The Airport Police and BPD agree to explore joint grant opportunities to enhance public safety in or around the Airport.

IV. INDEMNITY

A. Each party requesting services hereunder from the other agrees to indemnify, hold harmless, release and defend the party providing the services, its City Council, Commission, officers, employees, and representatives from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of; or are claimed to result from, or to arise out of services provided under this Agreement, except to the extent such liability, loss, suits, claims, damages, costs, judgments and expenses result from the reckless conduct or willful misconduct of the employees of the party providing the services.

B. Except as otherwise provided herein, each party assumes full and sole responsibility for all risks of injury or damages arising from its actions hereunder, including the operation of vehicles, and each shall be solely responsible for all claims, liability, loss, suits, damages, costs and expenses, attorney's fees, litigation costs, and personal injuries resulting directly or indirectly from, or arising out of, its own performance of the terms of this Agreement, except where the negligent performance of the terms of this Agreement by one of the parties results in costs or liability to the other party. The party whose negligent action or inaction causes the costs or liability shall indemnify, defend, hold harmless, and release the other party from any liability therefore including any portion of the damages which may be assessed against the parties.

V. TERMINATION

This Agreement may be terminated by either party hereto upon thirty days written notice to the other party. Any notice so given shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing.

VI. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective upon the approval of this Agreement by the governing bodies of the respective parties hereto. This Agreement supersedes all prior oral or written negotiations, representations or contracts

regarding this subject matter including the June 17, 1996 Law Enforcement Cooperative Agreement executed by the parties.

CITY OF BURANK, a municipal corporation

By: _____
Scott LaChasse
Chief of Police

Dated: _____

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a joint powers agency

By: _____
Ed Skvarna
Director of Public Safety/Chief of Police

Dated: _____