



DEPARTMENT OF THE NAVY
COMMANDER NAVY REGION SOUTHWEST
750 PACIFIC HIGHWAY
SAN DIEGO CA 92132-0058

N69232-20220225-7981
CNRSW
5580
N3

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMANDER, NAVY REGION SOUTHWEST
AND
CITY OF OXNARD

Subj: LAW ENFORCEMENT SUPPORT

Ref: (a) NTTP 3-07.2.1, Antiterrorism
(b) NTTP 3-07 .2.3, Law Enforcement and Physical Security for Navy Installations
(c) USFF OPOD 3300-17
(d) SECNAVINST 5430.107

Encl: (1) Port Hueneme Jurisdiction Map
(2) Point Mugu Jurisdiction Map

1. Purpose. To delineate a protocol between the subscribing officials as representatives of Commander, Navy Region Southwest (CNRSW) at Naval Base Ventura County(NBVC), Point Mugu, San Nicolas Island (SNI) and Port Hueneme, California (hereinafter referred to as NBVC), and the City of Oxnard's Police Department (OPD) (hereinafter referred to as OPD) response to criminal and/or terrorist incidents at NBVC; including but not limited to, active shooter, hostage situations, bomb threat or detonation, and any other attack, as requested by NBVC. Additionally, this Memorandum of Understanding (MOU) describes training between the NBVC and OPD to ensure readiness to respond to such events. While SNI is part of NBVC, it is expected that California Highway Patrol will be unable to respond to any incidents on SNI.

2. Background

a. NBVC is a geographically dispersed U.S. Naval military installation partially located within or abutting the jurisdictional boundaries of the OPD. Per enclosures (1) and (2), the vast majority of NBVC has been designated as "partial jurisdiction." The remaining areas are designated as either "proprietary jurisdiction" or "concurrent jurisdiction." References (a) through (c) encourage the establishment of MOUs with State and local authorities. Reference (d) sets forth the mission and functions of Naval Criminal Investigative Service (NCIS) and its relationship with other Department of the Navy (DON) organizations and local, State, and Federal law enforcement agencies. Nothing herein will be inferred or understood as limiting in any way, the authority of NCIS to pursue such investigations or law enforcement actions as are not specifically contemplated hereby but are properly contained within the investigative charter as pronounced by reference (d).

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(1) Partial Federal Jurisdiction - This term is applied in those instances where the Federal government has been granted for exercise by it over an area in a State certain of the State's authority, but where the State concerned has reserved to itself the right to exercise, by itself or concurrently with the U.S., other authority constituting more than merely the right to serve civil and criminal process in the area attributable to actions outside the area (e.g., the right to tax private property). The Federal government has exclusive criminal authority. State and local law enforcement do not have jurisdiction to investigate and prosecute crimes in these areas.

(2) Proprietary Jurisdiction - This term is applied to those instances wherein the Federal government has acquired some degree of right to title to an area in a State, but has not obtained any measure of the State's authority over the area. State and local law enforcement have jurisdiction to investigate and prosecute crimes in these areas.

(3) Concurrent Jurisdiction - This term is applied to those areas wherein the State and Federal government have the right to exercise concurrently all of the same authority, including the right to investigate and prosecute crimes.

(4) The following describes these areas onboard NBVC:

(a) Port Hueneme - see enclosure (1)

1. The area in green is concurrent jurisdiction. The small vertical strip runs from Ventura west to Goodspeed Street, south on Goodspeed to Pleasant Valley Road.

2. The area in blue is proprietary jurisdiction. The small strip is located on the north side of Port Hueneme at Patterson Road.

3. The rest of Port Hueneme is partial jurisdiction.

(b) Point Mugu - see enclosure (2)

1. The area in blue is proprietary jurisdiction.

2. The remaining areas of Point Mugu are partial jurisdiction.

b. OPD jurisdiction borders a portion of NBVC properties where there is proprietary jurisdiction for enforcement of Federal and State laws.

3. Scope. All the provisions of this document are to be interpreted per the fair import of their intention, with a view toward affecting an atmosphere of mutual cooperation between NBVC and the OPD. This MOU applies to Navy Region Southwest at all sites of NBVC, primarily the sites of Port Hueneme, Point Mugu, and SNI. This MOU also sets forth the terms and agreements of the Parties concerning a protocol to be followed when NBVC requests OPD response. OPD response includes, but not limited to active shooter, hostage situations, bomb threat or detonation, and any other attack. Additionally, it is expected that each offices' first responders will invite the other to participate in joint training opportunities when available so that both

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Parties may be well prepared to respond to such events and familiar with the other's operating procedures.

4. Responsibilities

a. CNRSW will:

(1) Determine the need for assistance from the OPD and/or other law enforcement agencies at the installation level;

(2) Contact the Department Commander at OPD to request assistance and advise the circumstances of the incident and the location where personnel should respond; and

(3) Assume full responsibility for investigating crimes or causing crimes to be investigated by the appropriate Federal authorities. In the event of a crime being committed exclusively on a proprietary jurisdiction area of the installation, NBVC understands it has the option of forwarding the investigation and a request for prosecution to the appropriate state and/or local authorities.

b. The OPD will:

(1) Upon receipt of the NBVC request for emergency assistance, the Department Commander will immediately contact the ranking Commander and relay the request. The Department Commander may also contact other law enforcement agencies per existing mutual aid protocols to obtain additional resources if needed. Emergency assistance response includes medical evacuations onboard NBVC as well as search and rescue assets as determined by OPD patrol station commander;

(2) Depending on the availability of personnel and any need to deploy personnel elsewhere, the OPD reserves the right at their sole and exclusive discretion to decline assistance based on resource availability and the ranking Commander; and

(3) The ranking Commander will be solely responsible for determining, and will utilize standard mutual aid protocol as defined by the Law Enforcement Mutual Aid Plan when determining the number and type of OPD personnel deployed to NBVC.

c. Operational Command. All OPD personnel deployed to NBVC will be under the operational command of the OPD until a Unified Command has been established among the OPD, NBVC, and other responding agencies.

d. Training. As often as practically feasible, the NBVC Security Officer and the OPD's designee will coordinate joint training exercises at NBVC to prepare for potential incidents covered by this MOU. Approval of the NBVC Explosives Safety Council and all applicable site approvals will be obtained by the NBVC point of contact coordinating the exercise.

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e. Shared Resources. Any resources shared between NBVC and OPD (to include assets, real-time video feeds, etc.) will only be used as long as necessary for incident response and will not be shared outside NBVC and OPD without the resource owner's consent.

5. Points of Contact

a. NRSW:
Jonathon Gathman
Installation Program Integrator
NBVC
311 Main Rd, Bldg 1
Point Mugu, CA 93042
(805) 989-1723
jonathon.l.gathman.civ@us.navy.mil

b. Oxnard PD:
Jason Benites
Chief of Police
251 S C Street
Oxnard, CA 93030
(805) 385-7600

6. Other Provisions. Nothing in this MOU is intended to conflict with current law, regulation, or the directives of the U.S Navy or Department of Defense. If a term of this MOU is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this MOU will remain in full force and effect.

7. Obligation. Nothing in this MOU may be construed to obligate the U.S. or the DON to any current or future expenditure of money in advance of the availability of appropriations for such purposes from the U.S. Congress.

8. Changes. Changes/amendments may be made to this MOU by mutual written consent of both Parties, and will be recorded and published as addenda to this MOU.

9. Termination/Expiration. This MOU may be terminated by mutual consent of both Parties. Parties may terminate this MOU upon 60 days prior with written notification to the other Party. This MOU will be effective upon last date of signatures and will remain in force for nine years and will be reviewed triennially.

10. Disputes. Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directives, or Instruction, be resolved by consultation between the Parties or per DoD Instruction 4000.19 of 16 December 2020.

11. Transferability. This MOU is not transferable except with the written consent of the Parties.

12. Availability of Funds. This MOU does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOU will be accomplished using the DD

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Form 448, Military Interdepartmental Purchase Request (or equivalent form if with another Federal agency). The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

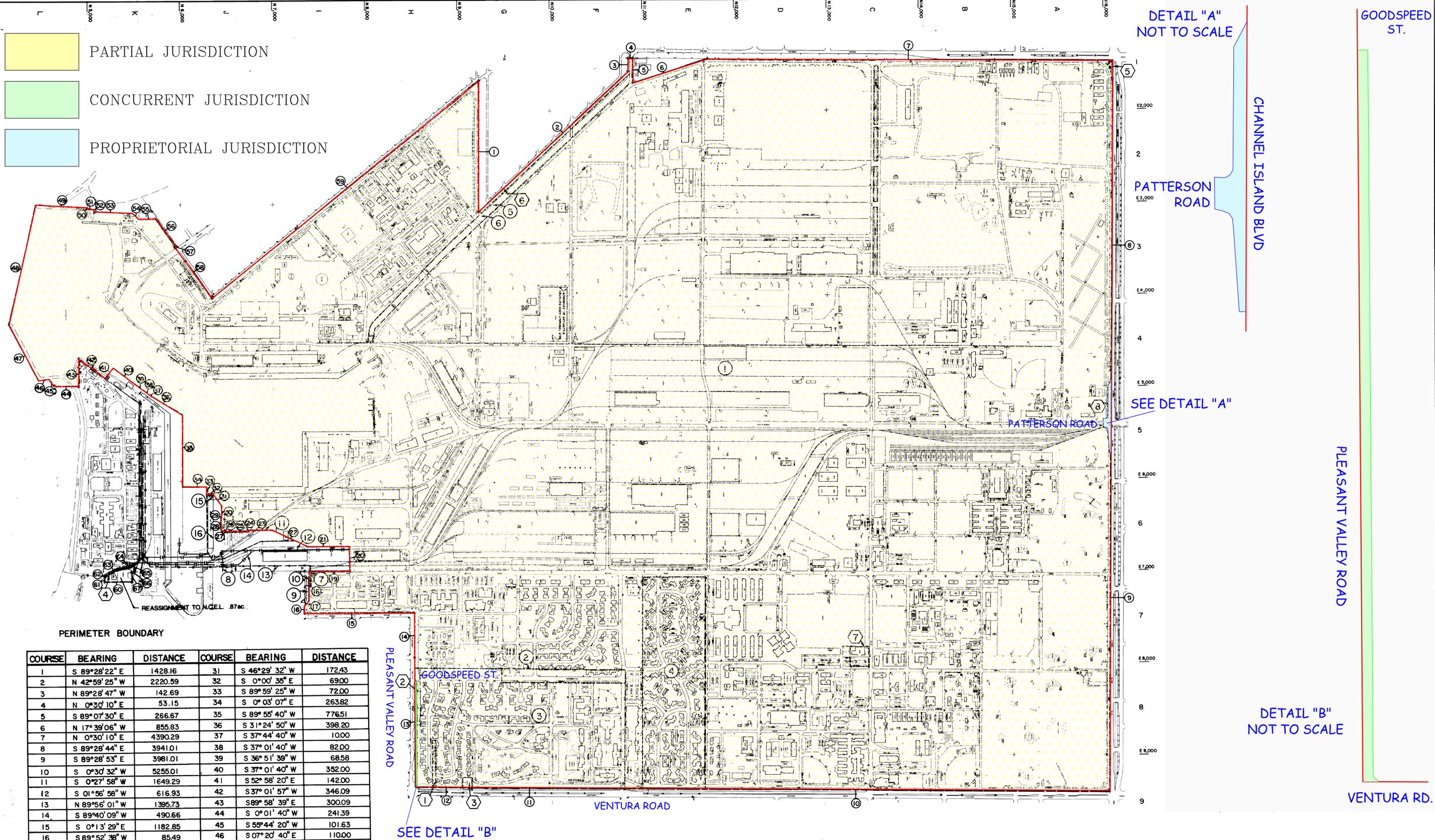
13. Forms. DD Form 448, Military Interdepartmental Purchase Request can be accessed via <https://www.gsa.gov/cdnstatic/DD448.pdf>.



J. BENITES
Chief of Police
City of Oxnard, California



D. P. KECK
NRSW Executive Director



PARTIAL JURISDICTION
 CONCURRENT JURISDICTION
 PROPRIETORIAL JURISDICTION

PERIMETER BOUNDARY

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	S 89°28'22" E	1428.16	31	S 46°29'32" W	172.43
2	N 42°59'25" W	2220.59	32	S 0°00'35" E	69.00
3	N 89°28'47" W	142.69	33	S 89°59'25" W	72.00
4	N 0°30'10" E	53.15	34	S 0°03'07" E	263.82
5	S 89°07'30" E	266.67	35	S 89°55'40" W	776.51
6	N 17°39'06" W	855.83	36	S 31°24'50" W	398.20
7	N 0°30'10" E	4390.29	37	S 37°44'40" W	10.00
8	S 89°28'44" E	3941.01	38	S 37°01'40" W	82.00
9	S 89°28'53" E	3981.01	39	S 36°51'39" W	68.58
10	S 0°30'32" W	5255.01	40	S 37°01'40" W	352.00
11	S 0°27'58" W	1649.29	41	S 52°58'20" E	142.00
12	S 01°56'58" W	616.93	42	S 37°01'57" W	346.09
13	N 89°56'01" W	1395.73	43	S 89°58'39" E	300.09
14	S 89°40'09" W	490.66	44	S 0°01'40" W	241.39
15	S 0°13'29" E	1182.85	45	S 55°44'20" W	101.63
16	S 89°52'38" W	85.49	46	S 07°20'40" E	1100.00
17	N 45°07'22" W	35.36	47	S 62°17'47" W	697.12
18	S 89°52'38" W	350.18	48	N 77°28'10" W	1331.25
19	N 0°13'00" W	496.52	49	N 03°15'29" E	537.50
20	S 89°47'00" W	258.86	50	N 27°34'29" E	17.00
21	S 0°13'00" E	441.52	51	N 03°15'29" E	74.65
22	S 25°10'36" W	424.08	52	S 86°57'46" E	48.24
23	S 0°13'00" E	2800.00	53	N 02°43'12" E	413.85
24	N 89°47'00" E	30.00	54	N 45°24'28" E	77.58
25	S 0°13'00" E	2155.55	55	N 01°45'11" W	1900.6
26	S 89°47'00" W	30.00	56	N 54°59'06" E	376.41
27	S 0°13'00" E	7000	57	N 34°58'41" W	900
28	S 89°47'00" W	140.00	58	N 54°59'06" E	688.14
29	N 0°13'00" W	.500	59	N 39°10'41" W	3739.54
30	S 89°47'00" W	14000			

COURSE	BEARING	DISTANCE
60	S 0°12'51" E	292.39
61	S 89°39'29" W	70.83
62	S 0°12'11" E	1.20
63	R=412.78 Δ=40°04'54" L=288.76	
64	N 0°13'00" W	56.47
65	N 88°27'53" E	61.51
66	S 0°13'00" E	2991
67	S 89°47'31" E	106.30

UIC NO. N69232	DEPARTMENT OF THE NAVY SAN DIEGO	NAVFAC SOUTHWEST CALIFORNIA
DRAWN BY / DATE: R. SCHMIDT 9/17/2008	NAVAL BASE VENTURA COUNTY PORT HUENEME	
CHECKED BY:	VENTURA COUNTY CALIFORNIA	
REVIEWED BY:	JURISDICTION MAP	
HEAD, CADASTRAL SECTION	SHEET 1 OF 1	NAVFAC DWG. NO.
DIRECTOR, REAL ESTATE FOR COMMANDER NAVFAC	DATE	SCALE: NONE

DETAIL "A"
NOT TO SCALE

GOODSPEED ST.

CHANNEL ISLAND BLVD

PATTERSON ROAD

SEE DETAIL "A"

PLEASANT VALLEY ROAD

DETAIL "B"
NOT TO SCALE

VENTURA RD.



WESTDIV. DWG. No. C-102672	DEPT OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND WESTERN DIVISION, SAN BRUNO, CALIF.
DRAWN BY: C.N. ARTERBURN	NAVAL CONSTRUCTION BATTALION CENTER
CHECKED BY: <i>Mike McKinley</i>	PORT HUENEME CALIFORNIA
REVIEWED BY: <i>Mike McKinley</i>	REAL ESTATE SUMMARY MAP
SCALE: AS SHOWN	NAVFAC DWG. No. 6238109
06 5900 RE 02/02 ORIGINAL	

ESTATE	HOW ACQUIRED					TOTAL	RIGHT TO USE BY OTHERS
	PURCHASE	CONDEMNATION	DONATION	EXCHANGE	TRANSFER/RESERVATION		
FEE	4240.57	263.87		6.85		4511.29	LEASE 171.70
EASEMENT	0.22	13.43				13.65	EASEMENT 67.55
LEASE							PUBLIC RIGHTS 59.73
OTHER							OTHER
TOTAL	4240.79	277.30		6.85		4524.94	TOTAL 298.98

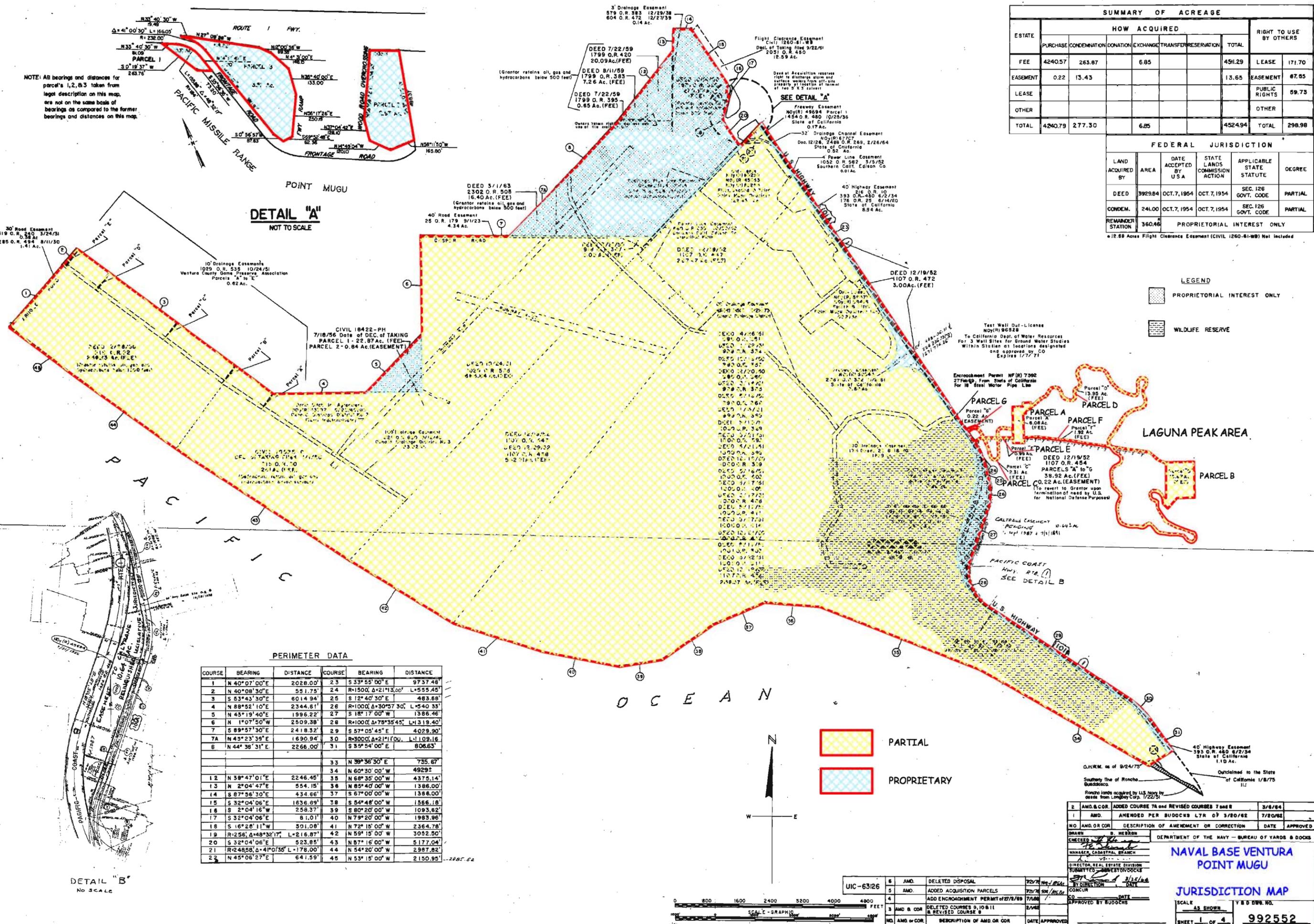
FEDERAL JURISDICTION					
LAND ACQUIRED BY	AREA	DATE ACCEPTED BY USA	STATE LANDS COMMISSION ACTION	APPLICABLE STATE STATUTE	DEGREE
DEED	3925.84	OCT. 7, 1954	OCT. 7, 1954	SEC. 126 GOVT. CODE	PARTIAL
CONDEM.	241.00	OCT. 7, 1954	OCT. 7, 1954	SEC. 126 GOVT. CODE	PARTIAL
REMAINDER STATION	360.46	PROPRIETORIAL INTEREST ONLY			

*12.88 Acres Flight Clearance Easement (CIVIL 1260-61-WB) Not Included

LEGEND

PROPRIETORIAL INTEREST ONLY

WILDLIFE RESERVE



NOTE: All bearings and distances for parcels 1, 2, & 3 taken from legal description on this map, are not on the same base of bearings as compared to the former bearings and distances on this map.

DETAIL "A"
NOT TO SCALE

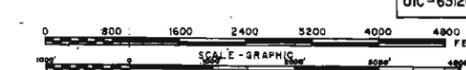
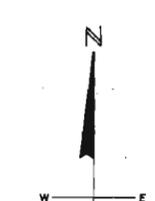
PERIMETER DATA

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	N 40° 07' 00" E	2028.00'	23	S 33° 55' 00" E	9737.48'
2	N 40° 08' 30" E	551.75'	24	R=1500', Δ+21°13.00' L=555.45'	
3	S 53° 43' 30" E	6014.94'	25	S 12° 40' 30" E	483.68'
4	N 88° 52' 10" E	2344.61'	26	R=1000', Δ+30°57' 30" L=540.33'	
5	N 43° 19' 40" E	1996.22'	27	S 18° 17' 00" W	1386.46'
6	N 1° 07' 50" W	2509.38'	28	R=1000', Δ+75°35' 45" L=1319.40'	
7	S 89° 57' 30" E	2418.32'	29	S 57° 05' 45" E	4029.90'
7A	N 45° 23' 39" E	1690.94'	30	R=3000', Δ+21°11.00' L=1109.16'	
8	N 44° 38' 31" E	2266.00'	31	S 85° 54' 00" E	806.63'
			33	N 39° 36' 50" E	735.67'
			34	N 60° 30' 00" W	4929.5'
12	N 39° 47' 01" E	2246.45'	35	N 68° 35' 00" W	4375.14'
13	N 2° 04' 47" E	554.15'	36	N 85° 40' 00" W	1386.00'
14	S 87° 56' 30" E	434.66'	37	S 67° 00' 00" W	1386.00'
15	S 32° 04' 06" E	1636.69'	38	S 54° 48' 00" W	1566.18'
16	S 2° 04' 16" W	258.37'	39	S 80° 20' 00" W	1093.62'
17	S 32° 04' 06" E	81.01'	40	N 79° 20' 00" W	1983.96'
18	S 16° 28' 11" W	501.08'	41	N 72° 15' 00" W	2364.78'
19	R=256', Δ+48°32' 17" L=216.87'		42	N 59° 15' 00" W	3052.50'
20	S 32° 04' 06" E	523.85'	43	N 57° 16' 00" W	5177.04'
21	R=24858', Δ+41°0'35" L=178.00'		44	N 54° 20' 00" W	2987.82'
22	N 45° 06' 27" E	641.59'	45	N 53° 15' 00" W	2150.95'

DETAIL "B"
NO SCALE

PARTIAL

PROPRIETARY



UIC-6326	6	AMC	DELETED DISPOSAL	7/27/84	BY DIRECTION	DATE
	5	AMC	ADDED ACQUISITION PARCELS	7/27/84	BY DIRECTION	DATE
	4	AMC	ADD ENCROACHMENT PERMIT OF 27/7/83	7/27/84	BY DIRECTION	DATE
	3	AMC & COR	DELETED COURSES 9, 10 & 11	7/27/84	BY DIRECTION	DATE
	2	AMC & COR	REVISED COURSE 8	7/27/84	BY DIRECTION	DATE
	1	AMC & COR	DESCRIPTION OF AMC OR COR	7/27/84	BY DIRECTION	DATE

AMC & COR. ADDED COURSE 7A and REVISED COURSES 7 and 8 3/6/84

1. AMC. AMENDED PER BUDDOCKS LTR OF 3/20/82 7/20/82

NO. AND OR COR. DESCRIPTION OF AMENDMENT OR CORRECTION DATE APPROVED

DRAWN BY: MERRIN DEPARTMENT OF THE NAVY - BUREAU OF YARDS & DOCKS

CHECKED BY: [Signature] MANAGER, CADASTRAL BRANCH

APPROVED BY: [Signature] DIRECTOR, REAL ESTATE DIVISION

NAVAL BASE VENTURA POINT MUGU

JURISDICTION MAP

SCALE AS SHOWN V & B D W. NO.

SHEET 1 OF 4 **992552**

08 5300 RE 01/04