



Administrative Agreement

I. PARTIES

This Memorandum of Understanding (“MOU”) is between the California State University, Stanislaus (“Stanislaus State”) and the City of Stockton Police Department (City), collectively, the “Parties”. For the purpose of this MOU, the property identified for this MOU will be the California State University, Stockton Center. The geographical boundary is described in section III below.

The Parties agree to each identify a central point of contact for the other with respect to this MOU. The Stanislaus State Police Chief or designee is the point of contact for Stanislaus State. The Stockton Police Department Police Chief or designee is the contact person for the City.

Unless otherwise agreed to, all information sharing between the Parties described in this MOU will flow between these points of contact. The Parties agree to share a contact list with their point of contact for implementation of this MOU, and to notify the Parties of any changes to their points of contact as soon as practicable.

II. PURPOSE

The purpose of this MOU is to meet the statutory requirements established by AB 1433 (Gatto, 2014), specified in the California Education Code (Ed. Code, § 67383, subd. (a) and Ed. Code, § 67381), and requiring covered institutions to adopt and implement written policies and procedures to ensure that reports of Part 1 violent crimes, hate crimes, or sexual assaults are immediately, or as soon as practicably possible, disclosed to local law enforcement.

It is further the purpose of this MOU to promote collaboration between the Parties to enhance the reporting, investigation, and appropriate response to sexual assault and other covered crimes. Finally, it is the purpose of this MOU to promote compliance with the numerous state and federal laws that provide specific requirements related to these issues, as outlined in California Education Code sections 67380, 67381 (the Kristin Smart Campus Safety Act of 1998) and 67383; SB 967 (de León, 2014), specified in California Education Code section 67386; the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”); and Title IX of the Higher Education Amendments of 1972 (“Title IX”); as well as the California Penal Code and applicable state laws related to health and confidentiality/privacy.

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III. JURISDICTION FOR LAW ENFORCEMENT SERVICES

A. Boundaries

The Parties agree to share jurisdictional boundaries. These boundaries will depict all buildings and properties that are owned or controlled by Stanislaus State at the Stockton Center as well as all buildings and properties that are owned or controlled by recognized student and alumni organizations associated with the Stanislaus State Stockton Center. These boundaries shall be updated by Stanislaus State when a significant change is made to the Stanislaus State Stockton Center property. Currently, the jurisdictional boundaries include the following:

The buildings, structures, grounds, facilities, roadways, parking lots, walkways, water features, and unimproved areas located at 612 East Magnolia Street, Stockton, California, 95202. This area is bordered on the south by East Acacia, on the east by N. Grant, on the west by N. California, and on the north by E. Magnolia. The Magnolia Mansion Historic Building is not part of the Stanislaus State Stockton Center located at the corner of Acacia and N. California.

B. Operational Responsibility & First Responders

The Stockton Police Department will act as the first responder to incidents of reported crimes or threats to public safety requiring law enforcement intervention. The Stockton Police Department will have primary responsibility for the investigation of crimes and reporting for the Stanislaus State Stockton Center of any criminal act, including hate crimes and sexual assaults, occurring at all locations within Stanislaus State Stockton Center jurisdictional boundaries set forth in subsection A above.

IV. REPORTING OBLIGATIONS

The Parties agree to the following procedures through which each Party will transmit reports it receives to the other Party. These reports shall comply with the confidentiality requirements described in Section V below, and shall not identify the victim or the alleged assailant unless the victim has consented to being identified or unless Stanislaus State the institution determines both of the following, in which case Stanislaus State the institution shall disclose the identity of the alleged assailant to the local law enforcement agency and shall immediately inform the victim of that disclosure:

- The alleged assailant represents a serious or ongoing threat to the safety of students, employees, or the institution.



- The immediate assistance of the local law enforcement agency is necessary to contact or detain the assailant.

The requirements of this paragraph shall not constitute a waiver of, or exception to, any law providing for the confidentiality of information.

A. Stanislaus State Police Department reports to Stockton Police Department

Pursuant to California Education Code sections 67380(a)(6)(A) and 67383(a), the Stanislaus State Police Department Chief of Police or designee will report immediately or as soon as practicably possible to the Stockton Police Department all reports received by a Campus Security Authority (CSA) of any Part 1 violent crime, sexual assault, or hate crime, committed on or off campus. This includes reports victims make directly to Campus Security Authorities as well as reports victims make to other Stanislaus State Stockton Center employees that are then conveyed to the Stanislaus State police chief or designee. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to the Stockton Police Department will be documented in the Stanislaus State Police Department records division.

B. Stockton Police Department Reports to the Stanislaus State Police Department

Pursuant to the Clery Act, the Stanislaus State Police Department must report aggregate data concerning certain enumerated crimes. To enable Stanislaus State to fulfill this requirement, the Stockton Police Department shall provide statistics on at least an annual basis to the Stanislaus State Police Department personnel on all crimes listed in 34 C.F.R. § 668.46(c) for which the Stockton Police Department acted as a first responder or had operational responsibility.

The Stockton Police Department will promptly notify the Stanislaus State Police Department when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, or hate crime that occurs within the Stockton Police Department jurisdiction on the Stanislaus State Stockton Center property, and/or when the Stockton Police Department acts as first responder to such an incident. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;



- Description of the incident, including location and date and time; and
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

C. Clery Warnings

The Clery Act requires Stanislaus State representatives to issue timely warnings for Clery crimes on- and off-campus that pose a serious threat to students and employees and emergency notifications for a significant emergency or a dangerous situation involving an immediate threat to the health or safety of students or employees on campus.

To facilitate the issuance of Clery Act-required timely warnings and emergency notifications, the Parties agree to coordinate the sharing of information as described above. The Parties acknowledge that Stanislaus State representatives need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor are Stanislaus State representatives required to seek preclearance of the content of any warning/notification. A representative from Stanislaus State shall notify the Stockton Police Department before, or as soon as practical when a warning is issued.

V. CONFIDENTIALITY & PRIVILEGE REQUIREMENTS

The Parties will comply with applicable law and guidance regarding anonymous and confidential reporting of sexual violence, including when, how, and what information can or must be disclosed to local law enforcement officials or designated Stanislaus State officials.

A. Communications Between Parties

The Parties agree that if a victim requests confidentiality regarding a reportable incident, the Parties will take all reasonable steps to comply with the victim's request or inform the victim when the Parties cannot ensure confidentiality. A Party will not disclose the name of the victim to a third party unless the victim provides written consent to being identified after being informed of his or her right to have identifying information withheld.

Prior to obtaining consent from the victim to share personally identifying information, Parties will inform the victim of sexual assault that notification to the Stanislaus State Police Department - including the confidential resources described in subsection B below - likely will also result in notice to the campus Title IX coordinator, but that notification to confidential resources will not result in disclosure of personally identifiable information to the Title IX coordinator. Parties will also inform the victim that he or she can agree to engage with local law enforcement and participate in the investigation and prosecution using a pseudonym (*i.e.*, Jane or John Doe) instead of his or her true name. In that case, Stanislaus State police representatives may disclose the name of the alleged



perpetrator to law enforcement (if known) while protecting the identity of the victim from public disclosure.

VI. COMMUNICATION AND COORDINATION

A. General

The Parties will meet as needed to:

- Share data and analysis about current trends and patterns in sexual assaults both on and off campus; and
- Share additional relevant crime data in furtherance of crime prevention goals.

The Stockton Police Department understands that once Stanislaus State representatives becomes aware of an incident of sexual assault, it has obligations to take prompt and appropriate action to conduct an administrative investigation, independent of any criminal investigation by the Stockton Police Department. In addition, representatives from Stanislaus State understand that the Stockton Police Department may initiate an investigation and prosecution of an incident of sexual assault independent of any campus administrative proceeding.

B. Immediate Aftermath of an Incident - Victim Response and Evidence Collection/Preservation

Under no circumstances shall Stanislaus State representatives directly or indirectly discourage (or, alternatively, require) the victim from making a Title IX or criminal complaint.

Similarly, under no circumstances shall Stockton Police Department personnel directly or indirectly discourage (or, alternatively, require) the victim from pursuing criminal charges or campus disciplinary action.

C. Victim Services

The Parties agree, with the victim's consent, to coordinate referrals for support services for sexual assault victims that are made available by municipal and other governmental agencies. The Parties agree to have and share policies setting out their respective responsibilities related to victim support from the time of the report through resolution of the investigation, including prosecution or disciplinary proceedings, as applicable.



The Parties agree to notify the local Victim-Witness Assistance Program of the sexual assault when a police report is generated. The Victim-Witness Assistance professionals can support the victim during any criminal or campus disciplinary proceeding, including providing the appropriate referrals and resources, and can assist the victim with financial resources through the Victims of Crime Fund.

VII. ACCOUNTABILITY

The Parties agree to collect data, including a baseline number of reports of Part 1 violent crimes, hate crimes, and sexual assault from the year prior to entering into the MOU, comparison of baseline numbers to current numbers of cases reported, and for each individual case.

Each Party representative responsible for implementation of this MOU will meet as needed to discuss and evaluate effectiveness of the MOU to determine areas for improvement and discuss appropriate next steps.

VIII. MISCELLANEOUS

This MOU is effective upon signature by each Party.

This MOU may be terminated upon 30 days' notice by either Party to the other Party. This MOU may be amended or terminated by mutual agreement of the Parties. An amendment or termination must be done in writing.

This MOU may be executed in counterparts.

VIX. INDEMNIFICATION

Stanislaus State shall indemnify, defend, and hold harmless representatives of the City of Stockton and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Stanislaus State Police Department, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Stockton or the Stockton Police Department.

City of Stockton shall indemnify, defend, and hold harmless the Stanislaus State Police Department, the State of California, the Trustees of the California State University, the Chancellor, California State University, Stanislaus State Stockton Center and their



employees, officers, directors, volunteers and agents of each of them from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of city representatives, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Stanislaus State Police Department.

Each Party agrees to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party. Nothing in this MOU shall be interpreted to limit or restrict each of the Parties' legal, jurisdictional, or other rights or obligations with respect to the subject matter of this MOU.

No provision of this MOU shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.

Date: February 13, 2017

Andy A Roy
Andy. A Roy
Chief of Police
California State University, Stanislaus Police Department

2-13-2017
Date

Darrell Hayden
Darrell Hayden
Interim Vice President of Business & Finance
California State University, Stanislaus

2/15/17
Date

CITY OF STOCKTON

Kurt O. Wilson
KURT O. WILSON,
CITY MANAGER

4-5-17
Date

APPROVED AS TO FORM AND CONTENT

By Assistant City Attorney

ATTEST:
for BONNIE L. PAIGE
CLERK OF THE CITY OF STOCKTON

By Bonnie L. Paige



ATTEST:

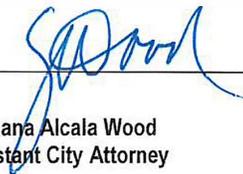


BONNIE PAIGE
City Clerk of the City of Stockton



4/10/17
Date

APPROVED AS TO FORM:
CITY ATTORNEY

By: 
Susana Alcala Wood
Assistant City Attorney

3/16/17
Date