

**AGREEMENT BETWEEN THE
SAN FRANCISCO STATE UNIVERSITY POLICE DEPARTMENT,
SAN FRANCISCO POLICE DEPARTMENT
SAN FRANCISCO DISTRICT ATTORNEY’S OFFICE
AND
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
REGARDING SEXUAL ASSAULTS, OTHER VIOLENT CRIMES, AND THE KRISTIN SMART
SAFETY ACT - ASSEMBLY BILL NO. 1433**

This Agreement is made on this 23rd day of August, 2021 by and between the San Francisco State University Police Department (SFSU PD), and three agencies of the City and County of San Francisco, which are the San Francisco Police Department (SFPD), the San Francisco District Attorney’s Office (SFDA), and the San Francisco Department of Public Health (SFDPH), in regard to responding to sexual assaults, other violent crimes, and compliance with the Kristin Smart Safety Act, California State Assembly Bill 1433. SFPD, SFDA, and SFDPH are referred to collectively as the “City.” The parties to this Agreement are, at times, collectively referred to as the “Parties”.

**MEMORANDUM OF UNDERSTANDING
CAMPUS SEXUAL ASSAULT**

NOW, THEREFORE, for the mutual benefits and consideration contained herein, the Parties agree as follows:

I. CENTRAL POINT OF CONTACT FOR EACH PARTY

The central point of contact for each party with respect to this Agreement is as follows:

- Reginald Parson, Interim Assistant Vice President of Campus Safety & Chief of Police, SFSU PD
- William Scott, Chief of Police, SFPD
- Chesa Boudin, District Attorney, City & County of San Francisco District Attorney’s Office, SFDA
- Dr. Grant Colfax, Director of Health, Department of Public Health (SFDPH)

Unless otherwise agreed in writing, all information sharing between the Parties as described in this Agreement will flow between these points of contact or their respective designees. The Parties agree to share a contact list with their respective points of contact for implementation of this Agreement and to notify each other of any changes to their points of contact, including updated contact information, as soon as practicable.

II. PURPOSES

The purposes of this Agreement are as follows:

- A. To meet the statutory requirements established by sections 67383(a), 67381, and 67386 of the Education Code requiring covered institutions to adopt and implement written policies and procedures to ensure that reports of Part 1 violent crimes, hate crimes or sexual violence are immediately, or as soon as practicably possible, disclosed to

appropriate law enforcement agencies.

- B. To promote collaboration between the Parties to enhance the reporting, investigation and appropriate response to sexual violence and other covered crimes.
- C. In order to meet the requirements, set forth in the Victim's Bill of Rights Act of 2008 known as Marsy's Law, California Constitution article I, § 28, section (b), which amended the California Constitution to provide all victims with rights to justice and due process.

Finally, it is the purpose of this Agreement 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 Leon, 2014), specified in California Education Code Section 67386; the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), including the Violence Against Women Act/Campus SaVE Act; 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, confidentiality and privacy, and California State University Executive Orders 1095-1098, and 1107 (or superseding executive orders).

III. STATEMENT OF PRINCIPLES

The Parties agree to the following set of principles:

- A. Improving Communication, Coordination and Collaboration
The Parties agree to enhance communication, coordination and collaboration to remedy sexual assault and violence and hate crimes and to protect the victim's confidential information.
- B. Championing Campus and Community Safety
The Parties will receive training to assist the recognition that any allegation regarding sexual misconduct requires sensitive treatment and also directly impacts the real and perceived safety of all members of a campus community.
- C. Upholding Civil Rights, Civil Liberties and Victims' Rights
The Parties agree to comply with state and federal laws in a manner that protects individuals' civil rights and liberties, while prosecuting crimes and championing justice for survivors. The Parties explicitly recognize the distinctions between criminal law and civil law in the handling of sexual assault and sexual violence that arise under both state and federal statutory frameworks.
- D. Centering the Victim's Needs in Responses to Sexual Assault
The Parties agree to institute specialized, trauma-informed responses developed in consultation with campus- and community-based victim advocates and delineated in this agreement. During the COVID-19 shelter-in-place and remote learning protocols, the Parties agree to collaborate to provide crisis services remotely by text, phone, email or video to victims/survivors except where services can be provided in person. To the extent permissible by applicable law, the parties agree to honor victim decisions regarding the filing of police reports and exhibit fairness and respect for victim privacy and dignity.

- E. Ensuring Accountability and Auditing
In an effort to promote greater transparency, the Parties have implemented or will implement a means to monitor, record and accurately maintain all reports of Part 1 violent crimes, hate crimes and sexual violence, assaults and their outcomes and processes, while maintaining confidentiality where the law provides.
- F. Specialized Training and Knowledge
The Parties agree that sexual assault, sexual violence, and hate crimes require specialized, trauma-informed training for the Parties and other potential first responders.
- G. Respecting the Unique Needs of Undocumented Individuals
Parties should strive to promote policies and practices that address the unique needs of undocumented individuals, including implementing culturally and linguistically appropriate campus and law enforcement services, in compliance with applicable policies, procedures, and laws.
- H. Advocacy for Victims
All complaints of sexual violence should be treated vigorously and compassionately with the recognition that the victim may have suffered, and could continue to experience, trauma as a result of the incident in question. Connection to the SFDA Victim Services Division will be made when agreed upon by the victim as soon as possible by contacting them at 628-652-4100 or victimservices@sfgov.org for access to victim compensation and other financial support (if eligible), linkage to appropriate community-based services, and navigation through the court process in charged cases.

IV. DEFINITIONS

Campus Security Authority (CSA): A CSA is defined to include each of the following: (1) an institution's campus police or campus security department, (2) an individual who has responsibility for campus security, (3) an individual specified in an institution's statement of campus security policy to receive reports of criminal offenses or (4) an institution's official who has significant responsibility for student and campus activities (e.g., student housing, discipline). (34 C.F.R. § 668.46(a); *see also* Ed. Code § 67383(a) (incorporating the federal law definition of CSAs).)

Concurrent Jurisdiction: Overlapping statutory jurisdiction for performance of peace officer functions. For example, if campus property is located within a municipality, the city police department has concurrent jurisdiction with the campus police department.

Sexual Assault and Domestic Violence Counselors and Advocates: Sexual assault and domestic violence counselors and advocates who work or volunteer on or off campus in sexual assault centers, victim advocacy offices, women's centers, and health centers (including all individuals who work or volunteer in these centers and offices, as well as non-professional counselors or advocates, and those who act in that role under their supervision) . These counselors and advocates may talk to a victim without revealing any information about the victim and the

incident of Sexual Violence to anyone else at the university, including the Title IX Coordinator, without the victim's consent. With limited exceptions, a victim can seek assistance and support from these counselors and advocates without triggering a university investigation that could reveal his/her identity or that a victim disclosed an incident to them.

First Responder: The law enforcement agency that will respond to 911 calls and other emergency calls and notify the law enforcement agency with operational responsibility. The First Responder may make the initial report for further investigation when the circumstances do not require the immediate involvement of the law enforcement agency with operational responsibility. When appropriate, the First Responder will be responsible for documenting the agency's involvement in conducting investigations or enforcing the law.

Hate Crime: A criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim:

1. Disability
2. Gender
3. Nationality
4. Race or ethnicity
5. Religion
6. Sexual orientation
7. Association with a person or group with one or more of these actual or perceived characteristics.
(Penal Code §§ 422.55, 422.6.)

Operational Responsibility: A term referring to the law enforcement agency with responsibility for preventing crime, preserving peace and order, enforcing laws and ordinances, receiving citizens' arrests, evaluating persons who may be subject to Welfare and Institutions Code § 5150, investigating and collecting evidence, investigating reportable traffic accidents, reporting and accounting criminal offenses, and providing such other police services as the statutes and standard operating procedures of the respective departments may require.

Part 1 Violent Crime: As defined by the Federal Bureau of Investigation's Uniform Crime Reporting Program, offenses including "criminal homicide, forcible rape, aggravated assault, [and] robbery."

(U.S. Dept. of Justice, Federal Bureau of Investigation, Uniform Crime Reporting Handbook (2004) pp. 150, 152.)

Sexual Assault: Is a form of sexual violence. It includes, but is not limited to, rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery or the threat of any of these. *See, e.g.*, Ed. Code § 67380 et seq.; also see Penal Code §§ 243.4 (sexual battery) and 261 (rape).

Sexual Violence: Is a form of sexual harassment and means physical sexual acts such as unwelcome sexual touching, sexual assault, sexual battery, rape, domestic violence, dating violence, and gender-based stalking. (CSU Executive Order 1096.)

Undocumented Individual: An undocumented individual is a foreign-national who: (1) entered the United States unlawfully, without the proper authorization and documents or (2) entered the

United States legally as a nonimmigrant but has since violated the terms of his or her status and remained in the United States without authorization.

V. JURISDICTION FOR LAW ENFORCEMENT SERVICES

A. Maps

The Parties agree to share patrol and sector maps to clarify jurisdictional boundaries. Such maps will depict all buildings and properties that are owned or controlled by San Francisco State University, as well as all buildings and properties that are owned or controlled by recognized student and alumni organizations.

All maps will be reviewed and updated on an annual basis or when a significant change is made to San Francisco State University property or local law enforcement reporting sectors. All modified maps will be shared with all Parties to this Agreement. A copy of each map will be attached as an appendix to this MOU.

B. Operational Responsibility & First Responders

The SFSU PD has operational responsibility for any crimes, including Part I violent crimes, hate crimes and sexual assaults, occurring at: (1) San Francisco State University (1600 Holloway Ave.) (**Appendix A**); and (2) any San Francisco State University facilities at the SF State Downtown Campus (835 Market Street- 5th and 6th floors) (**Appendix B**). But the SFSU PD does not have operational responsibility for any crimes that occur either on the San Francisco State University campus or non-campus locations as defined by the Jeanne Clery Disclosure Of Campus Security Policy And Campus Crime Statistics Act (Clery Act) that are a: Homicide; Suicide; or those death cases deemed suspicious by the Medical Examiner of San Francisco. The SFSU PD, SFPD, and SF Medical Examiner all agree to work as a collaborative team in the investigation of homicides and suspicious deaths on the San Francisco State Main Campus . Additionally, the SFSU PD and the Medical Examiner's Office agree to work as a collective team in the investigation of all other deaths occurring on the San Francisco State Main Campus.

The SFPD has operational responsibility for any crimes, including Part I violent crimes, hate crimes and sexual assaults that occur within the municipality in which the SFPD serves as the police department.

The SFPD will be the primary reporting and investigating law enforcement agency for all crimes occurring outside the boundaries of the San Francisco State University Campus and its non-Campus property as defined above. Both agencies will continue to provide mutual aid assistance as appropriate when requested. Further, each agency assumes responsibility for preparing the appropriate reports for the Bureau of Criminal Identification and Investigation, State of California, and for the FBI's Uniform Crime Report.

The SFSU PD will act as the first responder to incidents and have responsibility for the investigation of crimes and reporting to the SFPD of Part I violent crimes, hate crimes and sexual assault, occurring on the campus of San Francisco State University (Appendix A), as well as any campus owned, operated and/or occupied facilities listed in Appendix B.

The SFPD will act as the first responder to incidents and have responsibility for the

investigation of crimes that occur within the municipality in which the SFPD serves as the police department. The SFPD is responsible for reporting to the SFSU PD any Part I violent crimes, hate crimes and sexual assaults occurring at all other locations within the SFSU PD's jurisdictional boundaries unless by separate agreement between the SFPD and SFSU PD.

If incidents occur that involve police action from the SFSU PD and SFPD, law enforcement supervisors from each department will have primary responsibility for investigating and reporting the incident, based on the location of the incident.

Upon request, the San Francisco Police Department will lend whatever assistance is necessary to the SFSU PD with regard to criminal investigations.

San Francisco Police Officers attempting to serve an arrest warrant, subpoena or any other writ on campus will first contact the SFSU PD and seek their assistance. The San Francisco State University Police Department will notify the San Francisco Police Department when officers attempt to serve warrants, subpoenas or any other writs within San Francisco Police Department jurisdiction.

C. Entering The San Francisco State University Campus on Official Business

To assist in coordinating activities between the SFSU PD and the SFPD, officers in uniform or in plainclothes going onto the San Francisco State University campus on official business will notify the SFSU PD on-duty Shift Supervisor via the UPD Communications Center at (415) 338- 2222.

D. Officer-Involved Firearms Discharge

In the event a member of the SFSU PD fires a weapon resulting in any injury or fatality, the District Attorney's Office will be notified and requested to respond. The SFPD, Field Operations Bureau will be notified, and assistance requested from the Homicide Unit for investigation. Upon receipt of such notification and request, the on-duty SFPD Commander will immediately contact the on-duty Homicide Inspectors to respond and assist the SFSU PD. The University shall reimburse the San Francisco Police Department for related costs of services at the rates set out in the City and County of San Francisco's schedule of fees resolution.

E. Death, Homicide, Suicide, & Suspicious Death Case Protocol for Immediate Scene Control

SFSU PD Officers who are first on the scene shall secure the scene and summon SFPD. Scene control requirements will be established by SFPD and followed by all personnel on scene. The Medical Examiner's Officer shall be called on ALL death cases occurring on San Francisco State University property. The Medical Examiners Officer shall have primary investigative responsibilities, and the Medical Examiners Officer will direct the response of the SFPD Homicide Division Inspectors as deemed necessary.

SFSU PD Detectives shall assist the Medical Examiners Officer and the SFPD Homicide Inspectors from start to finish, including on scene work-up through court disposition. SFSU PD Detectives shall receive copies of all reports and relevant case materials to allow for complete in house files. SFSU PD Detectives shall be periodically assigned to a SFPD Homicide Team for orientation and training (upon completion of appropriate homicide investigation course work).

- F. Death Notifications/Press Releases
San Francisco State University will be permitted to assist in the rapid ID of victim(s) and be responsible for notifying the Medical Examiner of information regarding the victim's identification. The university has made special arrangements to accommodate and support victim family members. No information regarding the death shall be given out without the approval of the Medical Examiner's Office and the Homicide Inspectors in the case of a homicide or suspicious death.

Deaths in the university environment cause extensive operational and administrative problems when attempting to deal with information surrounding incident circumstances. All news releases regarding suspicious deaths and deaths due to homicide will be jointly prepared by the SFPD Public Affairs Office, OIC of the Homicide Division, and the San Francisco State University Office of Strategic Marketing and Communications.

The Chief of the San Francisco State University Police department, or his/her designee, the OIC of Homicide, and the Medical Examiner shall consult prior to the release of any information related to suspicious deaths or homicides.

- G. Collaboration
The Parties recognize that, regardless of which law enforcement agency ultimately has operational responsibility for responding to a sexual assault, hate crime or other Part 1 violent crime, other law enforcement Parties may be the first responder to the report of the crime. Thus, each of the law enforcement Parties has a responsibility to act in a manner that facilitates an effective law enforcement and institutional response, as well as appropriate treatment of the individual reporting the sexual assault or other violent crime. This includes ensuring the appropriate preservation of evidence and coordination with law enforcement to maintain chain of custody and, where survivor consent or other legal authority exists, authorize forensic sexual assault examinations.

- H. Disputes over Responsibility
If a dispute arises between the Parties regarding administrative, geographic or operational responsibility, and it cannot be resolved by referring to this Agreement, the Party with jurisdictional responsibility for the incident will retain investigative responsibility. The other Party will provide cooperation and resources in support of the investigation or resolution of the incident. The Party with responsibility for the incident will reasonably accommodate any requests from other Parties to conduct a parallel or joint response and/or criminal investigation.

VI. REPORTING OBLIGATIONS

The Parties agree to the following procedures through which each Party will transmit any reports it receives to the other Parties. These reports shall comply with the confidentiality requirements described in Section VII below and shall not identify the victim or the alleged assailant unless the victim has consented to being identified.

- A. The San Francisco State University Police Department Reports to San Francisco Police Department

Pursuant to California Education Code sections 67380(a)(6)(A) and 67383(a), the

SFSU PD will report immediately or as soon as practicably possible to the SFPD all reports received by a Campus Security Authority 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 San Francisco State University employees that are then conveyed to San Francisco State University security authorities. Such reports will include, where authorized by law:

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

All such notifications to the SFPD will be documented in the SFSU PD records department. In addition, the SFSU PD will maintain a public crime log documenting the nature, date, time and general location of each crime and its disposition, if known. The log should be accessible to the public during normal business hours.

B. San Francisco Police Department Reports to the San Francisco State University Police Department

Pursuant to the Clery Act, the SFSU PD must report aggregate data concerning certain enumerated crimes. To enable the SFSU PD to fulfill this requirement, the SFPD shall provide statistics on at least an annual basis to the SFSU PD on all crimes listed in 20 U.S.C. section 1092(f)(1)(F) for which the SFPD acted as a first responder or had operational responsibility.

The SFPD will promptly notify the SFSU PD when students or employees are subject to hate crime that occur within the SFPD's jurisdiction and/or when the SFPD acts as first responder to 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 incidents, including location and date and time
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to the SFSU PD will be documented in the SFPD's incident reports.

The SFPD will promptly notify SFSU PD if it has referred the incident to the City and County of San Francisco's District Attorney for charges to be filed and of any charging decisions made by the City and County of San Francisco District Attorney.

C. Clery Warnings

The Clery Act requires the SFSU PD to issue timely warnings for Clery crimes, on and off campus, that pose a serious threat to students and employees and emergency notifications for any significant emergency or hazardous situation posing 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 the SFSU PD need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is the SFSU PD required to seek preclearance of the content of any warning/notification. However, the SFSU PD will inform the SFPD about such warnings as soon as practicable through the points of contact listed in this Agreement.

VII. CONFIDENTIALITY & PRIVILEGE REQUIREMENTS

The Parties will comply with applicable law and policy 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 San Francisco State University officials.¹

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 to inform the victim when the Parties cannot ensure confidentiality.² A Party will not disclose the name of the victim to other Parties unless the victim provides written consent to being identified after being informed of his or her right to have identifying information withheld (unless otherwise mandated by law).³

Prior to obtaining consent from the victim to share personally identifying information, the Parties will inform the victim of sexual assault that notification to the SFSU PD likely will also result in notice of the incident but not the victim's name to the campus Title IX Coordinator, but that notification to confidential resources will not result in disclosure of the incident or personally identifiable information to the Title IX Coordinator unless the victim consents to such disclosure.

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, the SFSU PD may disclose the name of the alleged perpetrator to law enforcement (if known) while protecting the identity of the victim from public disclosure. Parties will also, in appropriate circumstances, notify the survivor that the survivor may access a sexual assault forensic exam and/or medical care at the Zuckerberg San Francisco General Hospital ("ZSFG") Emergency Department without law enforcement involvement.

B. Privileged and Confidential Resources for Victims

The Parties acknowledge that communications between victims and sexual assault counselors, psychotherapists or clergy members are privileged communications. The privilege covers all confidential communications with the counselors or psychotherapists and those who work or volunteer in their offices, when the communications are reasonably necessary for the accomplishment of the purpose for

¹ Given the multiple entities that may need to respond to a reported instance of sexual violence and the differing responsibilities of each entity, effective communication and coordination are critical.

² U.S. Dept. of Education, Office for Civil Rights, Dear Colleague Letter (DCL) (April 4, 2011) p. 5.

³ Ed. Code § 67380(a)(6)(A) and Penal Code § 293(d).

which the counselor was consulted. Such counselors generally are under no obligation to report incidents of sexual violence, unless the victim is a minor, and can generally claim the privilege in a criminal proceeding.

Victim advocates employed by the San Francisco District Attorney's Office cannot claim the psychotherapist/patient privilege, and communications with said victim advocates may be subject to discovery in a criminal proceeding. Victim advocates within the SFDA will take reasonable steps to inform victims that they may not discuss facts of the case and will instead provide necessary resources where applicable and then refer out to community-based advocates for direct counseling or therapy services.

The Parties further acknowledge that communications between campus- designated "confidential resources" and victims are generally protected from disclosure of personally identifying information, except in limited circumstances, including potentially in a criminal proceeding, unless they qualify as privileged.

Finally, the Parties acknowledge that communications between victims and any responsible employees at San Francisco State University who are NOT designated as "confidential resources" are not confidential and are subject to the reporting requirements described in Section VI above (in addition to other requirements under state and federal law).

The Parties agree to develop materials to share with each other, with victims and with the campus community, listing appropriate points of contact on and off campus within the above three categories, including information about the levels of confidentiality and privilege applicable to resources in each category.

VIII. COMMUNICATION AND COORDINATION

A. General

The Parties will meet regularly, at least once per quarter, to:

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

The SFPD understands that once the SFSU PD becomes aware of an incident of sexual assault, it has obligations to take prompt and appropriate action to investigate, independent of any investigation by the SFPD. The SFSU PD understands that the SFPD 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

1. *SAFE Exams and Evidence Collection/Preservation*

The Parties agree that, in the immediate aftermath of a sexual assault, a victim

should be informed of and receive assistance in accessing (including transportation where appropriate) services, including referrals to counseling, a health examination and, with the victim's consent, a sexual assault forensic examination (SAFE), at no cost to the victim and irrespective of whether the victim engages with law enforcement. At this time, SAFE exams are only offered at ZSFG Hospital. The Parties agree that the SFPD will not directly or indirectly pressure the victim to report the offense.

The Parties agree that under all circumstances in which the victim consents to a SAFE exam, the SFPD⁴ will provide transportation to the ZSFG Emergency Department (ED), a facility of SF DPH. If the victim declines the SFPD's transportation or if the victim reports directly to the ED at ZSFG, the Party with operational responsibility will respond to the ED at ZSFG if called upon to take a police report.

The Parties agree to ensure the timely and proper collection of evidence, including that from the crime scene when the victim has made a report to a law enforcement. The Parties also agree to ensure the timely and proper collection of evidence from a SAFE exam when the victim consents to such an exam, with or without filing a police report and with or without agreeing to talk with law enforcement. The sexual assault victim will also be notified that if the sexual assault victim decides not to talk with law enforcement, the ZSFG Trauma Recovery Center/Rape Treatment Center (RC/RTC) SAFE examiner is still mandated under Penal Code Sections 11160-11161 to report the incident to law enforcement. The sexual assault victim will also be informed that the sexual assault victim has the right to decline participating in the criminal justice process, including the right to not speak with law enforcement. When a sexual assault victim arrives at the ED at ZSFG, either with or without law enforcement, the victim will be fast-tracked by the ED triage team to a designated TRC/RTC exam room in the ED for a sexual assault examination. If no exam room is immediately available or if TRC/RTC is working with another sexual assault survivor, the newly arriving survivor will be placed in as private a waiting room as possible rather than having to wait in the general waiting area of the ZSFG ED. The victim will be met in the exam room by a specialized healthcare provider from the TRC/RTC who will offer the victim a health examination, a SAFE exam, and assistance in accessing mental health support and/or advocacy.

Before any SAFE examination is conducted, the victim will be provided with informed consent, including the benefits and potential risks (e.g., length of investigation process) of reporting to law enforcement in a timely manner so as to enable the Party with operational responsibility to make a timely seizure of evidence, even if the victim later chooses not to proceed with criminal charges. The Party with operational responsibility also agrees to collect, properly package and maintain evidence by booking it into the property room of the Party to preserve the chain of custody and to take appropriate steps to preserve fragile or biological evidence or other evidence at risk of destruction.

⁴ Based on local needs and agreements, SFSU PD police may also provide such transportation.

When a SAFE exam is completed, the reporting law enforcement agency will collect the SAFE kit, submit it to the appropriate crime lab for analysis pursuant to California law and ensure the proper handling, custody and control of all collected evidence, with particular attention paid to collecting evidence regarding drug-facilitated assaults.

Separate from any forensic processes or exam, any victim brought to the ZSFG ED will be offered standard health care, and that health care process will be provided consistent with ZSFG procedures for health care and is not part of the forensic process.

2. *Victim Communication and Interviews*

Consistent with trauma-informed interview and investigatory practices, Parties will develop materials to inform the victim of his or her rights and options in both the short- and long-term, provide access to any necessary health or safety resources and encourage the victim to engage with the SFSU PD personnel, the SFPD, the SFDA Victim Services Division (VSD), the SFDPH and privileged counseling services. During COVID-19 health crisis, materials will be provided to victims via email and mail. In general during the COVID-19 health crisis, interviews will take place through video format unless unusual or dire circumstances require a different format. As conditions related to COVID-19 change, the process may change as well.

The SFSU PD will not discourage (or, alternatively, require) the victim from making a Title IX or criminal complaint.

Similarly, under no circumstances will the SFPD 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 SFPD, the SFSU PD, the SFDA and qualified CBOs/RCCs. 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 SFDA Victim Services Division (VSD) of the sexual assault when a police report is generated. The victim advocates at VSD can support the victim during any criminal or campus disciplinary proceeding, including providing appropriate referrals and resources, crisis intervention and emergency services and can assist the victim with financial resources through the California Victim Compensation Board (<https://victims.ca.gov>). The SFDA Victim Services Division should be notified as soon as possible so that they can promptly reach out to the victim to provide support, resources, services and information about the criminal justice process. During the COVID-19 health crisis, contact with victims/survivors will be made by text, email, phone and video (or in person when circumstances allow doing so safely). If SFDA Victim Services Division cannot make contact with the victim/survivor, they

on a case by case basis, will determine if sending a letter with information about services they will send a letter with information about services to the address noted in the incident report is appropriate. they will send a letter with information about services to the address noted in the incident report. The agency compiling an incident report shall make best efforts to include in the incident report all available contact information for a reported victim, including but not limited to cell phone number, email address, and current address.

D. Sexual Assault Response Team (SART)

The Parties agree to support and participate in the existing interdisciplinary Sexual Assault Response Team (SART) within San Francisco, and ZSFG/SF DPH is not obligated to participate in any other SART team but will consider requests to consult as appropriate.

All services of the San Francisco SART continue without interruption during the COVID-19 health crisis. Services will be provided in person at ZSFG, and in person and/or remotely via phone or video by SF Women Against Rape, the Trauma Recovery Center, and SFDA Victim Services Division.

The Parties agree to be part of the San Francisco SART's system-wide review and discussion of the community's response to sexual assault. The Parties also agree to publicize information about SART resources to the campus community and to train SART members on all applicable confidentiality and victim privacy safeguards.

E. Coordination During Ongoing Investigation

The Parties, as appropriate, will regularly confer on the status of an active investigation to support SFSU PD in ensuring its own compliance with federal requirements while maintaining the integrity of an active SFPD criminal investigation.

When a victim of sexual assault and/or an alleged suspect are students or employees of San Francisco State University, the appropriate Parties agree to, as soon as is practicable and as allowable by federal and state law, share relevant documentation and other information created and/or maintained during the SFSU PD or SFPD investigations (such as records of interviews and physical evidence gathered).

Where possible and appropriate, the SFSU PD and SFPD agree to conduct joint victim and witness interviews to avoid the need for duplicative interviews and to be more trauma informed in the investigative process.

The SFSU PD will disclose to the SFPD and SFDA VSD when it has initiated a disciplinary proceeding against the alleged perpetrator to the extent allowable by state and federal law. The SFSU PD will disclose the final results of a disciplinary proceeding to the Parties, to the extent allowable by state and federal law, if it determines that: (1) a student is an alleged perpetrator of a crime of violence or non-forcible sex offense and (2), with respect to the allegation made against him or her, the student has committed a violation of the institution's rules or policies. In these circumstances, the disclosure may be made with or without the consent of the victim and regardless of whether the victim pursues criminal charges.

The SFPD and SFDA will share with the SFSU PD the result of a criminal investigation, whether any charges have been filed and the outcome of any criminal proceeding as soon

as is practicable and as allowable by federal and state law.

IX. SEXUAL ASSAULT PREVENTION AND TRAINING

A. Training Offered by the San Francisco Police Department, San Francisco State University Police Department, City and County of San Francisco District Attorney's Office and Qualified CBOs/RCCs

The SFSU PD agrees to offer training to the SFPD regarding:

- The federal and state requirements regarding sexual assault prevention and response with which they must comply, including the Clery Act, Title IX, Title IV, the Safe Streets Act, Section 14141, FERPA and other confidentiality and privacy statutes and policies
- The differing status of conduct offenses as defined and investigated by the SFSU PD as compared to similar criminal offenses.

The SFPD agrees to offer training and technical assistance to the SFSU PD security personnel and any personnel involved in a campus disciplinary investigation or proceeding regarding:

- San Francisco Police Department-based resources, reporting options for victims, the investigation process used in criminal cases and the accommodations that the SFPD can provide or arrange for sexual assault victims
- Investigative methods and best practices relating to evidence collection and preservation, victim and suspect interviewing, witness interviewing and preparation, review of sexual assault response and investigations to detect and address indications of explicit or implicit bias and other matters, as requested.

The SFDA Victim Services Division and Criminal Division agrees to offer training to the SFSU PD security, any personnel involved in a campus disciplinary investigation or proceeding, and any personnel involved in the referral of victims to services regarding:

- San Francisco District Attorney's Office Victim Services Division services and mandated responsibilities.
- Effective Communication with Survivors of Sexual Assault
- Investigative methods and best practices relating to evidence collection and preservation, victim and suspect interviewing, witness interviewing and preparation, review of sexual assault response and investigations to detect and address indications of explicit or implicit bias and other matters, as requested.

The ZSFG TRC/RTC agrees to offer training on a mutually-agreed upon schedule to the SFSU PD, and any personnel involved in campus disciplinary investigation or proceeding, and any personnel involved in the referral of victim's services regarding:

- The forensic, medical and mental health services offered by the TRC/RTC

- Evidence based practices related to the identification, the assessment and treatment of sexual assault victims
- Additional training on an as-needed basis, as capacity and resources permit

The ZSFG TRC/RTC also agrees to continue to facilitate the monthly City and County Sexual Assault Response Team meetings.

The qualified CBO or RCC involved in campus disciplinary investigation or proceeding agrees to offer training and technical assistance to the SFSU PD and the SFPD regarding:

- Services for survivors in the community
- Overview of survivors' rights
- Dynamics and trauma associated with sexual assault from a trauma-informed perspective
- Strategies and practices in the prevention of sexual assault and shifting social norms that perpetuate sexual violence
- Compliance with California Education Code § 67386.

The SFPD agrees to provide its officers and command-level staff with trauma-informed sexual assault training. Training provided by the SFPD will be delivered by Peace Officer Standards and Training-certified (POST-certified) personnel or trauma and sexual assault experts.

The Parties agree that training should occur regularly, on at least an annual basis (but not necessarily annually on every topic), and be reinforced periodically at management meetings, roll call and other gatherings.

The Parties agree to collect data regarding the number and types of trainings provided pursuant to this section, to conduct a regular evaluation of the trainings and to include such evaluation data in management reviews focused on identifying trends and areas that need to be revised for future trainings.

During the COVID-19 health crisis, training and technical assistance will be provided virtually until it is safe to do trainings in-person.

B. Campus Community Training and Collaboration

The SFPD agrees to collaborate with the SFSU PD to provide outreach and training to the campus community about awareness, prevention, intervention, investigation and response to sexual assaults and other crimes of violence and to work with community-based resources and experts, including victim advocates, to provide these programs.

X. ACCOUNTABILITY

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

- Whether the case was prosecuted and if not prosecuted, the reason why the

- case was not pursued
- Feedback from the victim of his or her view of the process.

- B. The Parties agree to collect data regarding the number and types of training each Party provides each year, to conduct regular evaluations of the efficacy of those trainings and to include such evaluation in their data collection and management reviews to look for trends and areas that need to be revised in future trainings. The Parties agree to determine common definitions to ensure a valid comparison of data collected.
- C. Data collection related to the Parties' actions according to this Agreement will be reviewed directly between the Parties on at least an annual basis and, for sexual assault data, through the San Francisco SART on a quarterly basis. Parties will evaluate changes in the number of reports each year and discuss whether any increases or decreases in reporting are due to changes in crime levels or changes in the level of reporting. Performance improvement areas, including strategies to increase levels of reporting and decrease instances of crime, will be identified through review of the data, and the responsible party will develop action steps to improve those areas.

Each Party representative responsible for implementation of this Agreement will meet at least annually to discuss and evaluate effectiveness of the Agreement, determine areas for improvement and discuss appropriate next steps.

XI. MISCELLANEOUS

- A. This Agreement is effective from August 23, 2021 – December 31, 2023.
- B. Any Party's participation in this Agreement may be terminated upon 30 days' notice by any Party, and after the effective date of such termination, that Party will no longer be subject to this Agreement.
- C. This Agreement may be amended or terminated by mutual agreement of the Parties.
- D. An amendment or termination shall be made in writing.
- E. This Agreement may be executed in counterparts, and the Parties agree that electronic signatures may be used and will be accepted for purposes of execution of the Agreement.
- F. Each Party agrees that any costs it incurs associated with this Agreement will be borne by that individual Party except to the extent otherwise outlined by law or separate agreement. To the extent that any Parties want to share costs, they can do so through a separate agreement.
- G. Each Party agrees to act in good faith to observe the terms of this Agreement; however, nothing in this Agreement is intended to require any unlawful or unauthorized act by any Party.
- H. Nothing in this Agreement 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 Agreement.

- I. This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- J. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

K. SFSU PD Insurance Requirements

Without in any way limiting SFSU PD's liability under this Agreement, SFSU PD must maintain in full force and effect during this Agreement insurance, or equivalent self-insurance, in the following amounts and coverage:

1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$ 1,000,000 each accident, injury, or illness; and
2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage; such policy must include Abuse and Molestation coverage; and
3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage; and
4. Professional Liability Insurance applicable to security and law enforcement services with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the services provided pursuant to this Agreement.

L. Indemnification by SFSU PD

The SFSU PD shall indemnify and hold harmless the City, its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, penalties, fines and liability arising from or in any way connected with any injury or death of a person, loss of or damage to property, breach of personal information or health information or the violation of state or federal privacy laws arising from or related to SFSU PD's activities under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

Reginald Parson, Assistant Vice President & Chief
San Francisco State University Police Department

Date

William Scott, Chief
San Francisco Police Department

Date

Chesa Boudin
San Francisco County District Attorney

Date

Greg Wagner, Chief Operating Officer
San Francisco Department of Public Health

Date

Approved as to Form:

Dennis J. Herrera

City Attorney

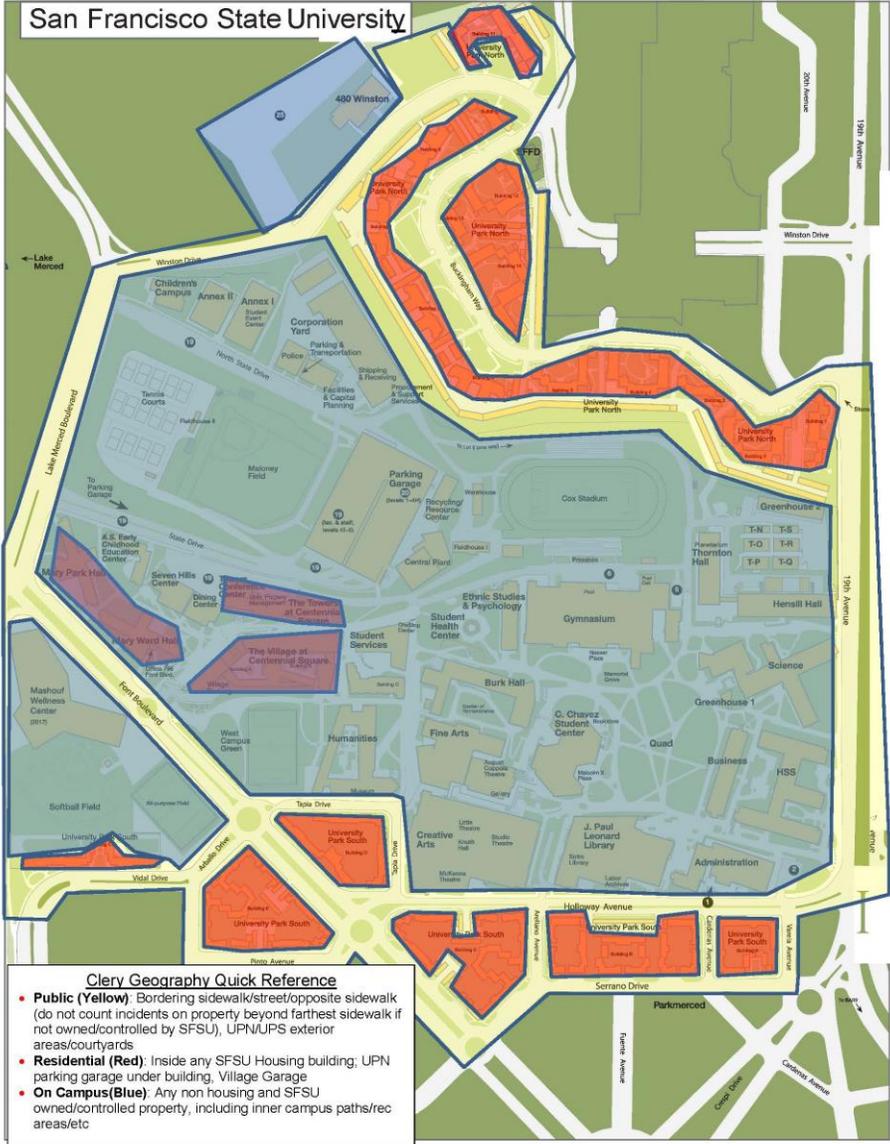
By: _____
Glenn M. Levy, Deputy City Attorney

Date

APPENDIX A



SAN FRANCISCO STATE UNIVERSITY CLERY GEOGRAPHY MAP



APPENDIX B

San Francisco State University Downtown Campus at the Westfield Centre San Francisco



- Clergy crimes in the actual offices/floors/classrooms/labs/etc that are owned and controlled by SFSU at the center count towards 'on campus'. Incidents on public sidewalks/stairways/elevators/entrances to the mall that are immediately accessible and used to get to/from our property count towards 'public property'.
- Blue highlighted portion represents the public property we count. Nothing is counted beyond the farthest sidewalks. Entire blocks are not counted because there is a break in Westfield property and private or commercial properties that are not accessible from the SFSU Downtown Campus
- Red highlighted portion represents the Westfield mall itself. We only count the 6th floor of the mall that actually houses the SFSU Downtown Campus as on campus property. Incidents occurring on non SFSU owned and controlled property (i.e. commercial offices, stores, terraces, etc.) are not counted in any regard.

