

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN JOSE AND
SAN JOSE STATE UNIVERSITY REGARDING OPERATIONAL RESPONSIBILITY
FOR ON-CAMPUS LAW ENFORCEMENT**

This AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING is made and entered into this 8th day of February, 2023, by and between the CITY OF SAN JOSE, a municipal corporation ("CITY") and SAN JOSE STATE UNIVERSITY, a public comprehensive university within the California State University system ("SJSU").

RECITALS

WHEREAS, the San José State University campus is under the primary jurisdiction of the California State University Police Department ("University Police Department") as described in Section 89560 of the California Education Code and Section 830.2(c) of the California Penal Code; and

WHEREAS, the University Police Department is responsible for processing, investigating, and prosecuting all crimes committed on California State University property and grounds owned, operated controlled or administered by the California State University; and

WHEREAS, on September 22, 2000, the CITY and SJSU entered in an agreement entitled "Memorandum of Understanding between the City of San José and San José State University Regarding Operational Responsibility for On-Campus Law Enforcement" ("AGREEMENT"), pursuant to which the University Police Department may call upon the San José Police Department ("SJPD") to assist in the handling of major crimes, including but not limited to Part 1 violent crimes as defined in California Education Code Section 67381 (the Kristin Smart Campus Safety Act of 1998); and

WHEREAS, on June 19, 2014, CITY and SJSU entered into a First Amendment to the AGREEMENT to redefine the geographical responsibilities of the CITY and SJSU; and

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WHEREAS, CITY and SJSU now desire to amend and restate the AGREEMENT in its entirety to further redefine the geographical responsibilities of the CITY and SJSU, and make other clarifications to the AGREEMENT;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. GEOGRAPHICAL BOUNDARIES.

A. The following locations are the primary responsibility of the San José State University Police Department:

1. The university campus proper (see map, Attachment #1)
2. The south campus athletics facilities (see map, Attachment #2)
3. The San José State University Art Foundry at 1036 South Fifth Street, San José, CA 95112
4. The International House at 360 South 11th Street, San José, CA 95112
5. Alpha Tau Omega at 202 South 11th Street, San José, CA 95112
6. Beta Theta Pi at 365 E. San Fernando Street, San José, CA 95112
7. Delta Sigma Phi at 189 South 11th Street, San José, CA 95112
8. Delta Upsilon at 201 South 11th Street, San José, CA 95112
9. Kappa Sigma at 168 South 11th Street, San José, CA 95112
10. Sigma Alpha Epsilon at 182 South 10th Street, San José, CA 95112
11. Sigma Chi at 284 South 10th Street, San José, CA 95112
12. Theta Chi at 123 South 11th Street, San José, CA 95112
13. Alpha Omicron Pi (Sorority) at 408 South 8th Street, San José, CA 95112
14. Alpha Phi (Sorority) at 210 South 10th Street, San José, CA 95112
15. Alpha Xi Delta (Sorority) at 234 South 11th Street, San José, CA 95112
16. Delta Gamma (Sorority), 360 East Reed Street, San José, CA 95112
17. Delta Zeta (Sorority) at 148 South 11th Street, San José, CA 95112
18. Hammer Theater Center at 101 Paseo de San Antonio, San José, CA 95112

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19. Kappa Delta (Sorority) at 225 South 11th Street, San José, CA 95112
20. Child Development Center at 460 South 8th Street, San José, CA 95112
21. Employee/faculty housing at 380 No. Fourth Street, San José, CA 95112
22. Employee/faculty housing at 382 No. Fourth Street, San José, CA 95112
23. Employee/faculty housing at 386 No. Fourth Street, San José, CA 95112
24. Employee/faculty housing at 388 No. Fourth Street, San José, CA 95112
25. Employee/faculty housing at 390 No. Fourth Street, San José, CA 95112
26. Employee/faculty housing at 392 No. Fourth Street, San José, CA 95112
27. Employee/faculty housing at 394 No. Fourth Street, San José, CA 95112
28. Employee/faculty housing at 355 East Reed Street, San José, CA 95112
29. Employee/faculty housing at 369 East Reed Street, San José, CA 95112
30. Employee/faculty housing at 371 East Reed Street, San José, CA 95112
31. Employee/faculty housing at 564 South 8th Street, San José, CA 95112
32. Employee/faculty housing at 566 South 8th Street, San José, CA 95112
33. Employee/faculty housing at 568 South 8th Street, San José, CA 95112

B. Because of their remoteness from the San José State University campus, the following SJSU-affiliated locations remain under the jurisdiction of the San José Police Department:

1. SJSU College of Business MBA Program at 180 Rose Orchard Way
2. SJSU Aviation Program in the Swift Building at Reid-Hillview Airport at 2500 Cunningham Avenue

SECTION 2. TRAFFIC ENFORCEMENT.

California State University police officers (“University Police Officers”) will enforce traffic regulations on campus. University Police Officers will enforce traffic regulations on streets adjacent to the campus and within the one-mile concurrent jurisdiction should the violation warrant enforcement action. Parking violations on streets adjacent to the campus will be the primary responsibility of SJPD.

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SECTION 3. TRAFFIC CONTROL.

- A. Whenever the University Police Department needs traffic control or other non-emergency assistance from SJPD for a scheduled event, the University Police Department shall give notice for the request for assistance at the earliest possible date prior to the scheduled event. The University Police Department shall be responsible for providing the appropriate number of off-duty police officers needed for the event.

- B. In the event the University Police Department has not previously scheduled assistance from SJPD, and assistance by on-duty personnel is necessary, SJSU shall reimburse the CITY for related services at the rates set out in the CITY's schedule of fees resolution.

SECTION 4. ACCIDENTS.

All accidents occurring on the campus (parking lots, garage, etc.) of San José State University will be handled by the University Police Department. The University Police Department may request SJPD to assist in the investigation of accidents involving life threatening injuries or fatalities.

SECTION 5. IMPOUNDING VEHICLES.

Vehicles impounded by University Police Officers on or adjoining the SJSU campus will be carried out under authority of California Vehicle Code Section 22651. University Police Department Records personnel will enter the vehicles into CLETS as impounded.

SECTION 6. OFF-CAMPUS REQUESTS FOR SERVICE.

University Police Department patrol officers may respond to citizen calls for service within the jurisdictional responsibility of SJPD in areas adjacent to SJSU property. All such requests will be relayed or referred immediately to SJPD via phone or radio. If the situation is resolved without the need for a written report, or there is little likelihood of future police intervention, SJPD may cancel their response when Communications is so advised by University Police Officers. University Police Officers may respond to areas

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adjacent to SJSU property to observe incidents under investigation by SJPD whenever the case may involve SJSU property or students.

SECTION 7. RESPONDING TO ON-VIEW CALLS FOR ASSISTANCE.

University Police Officers will respond to all on-view incidents (and on-view requests for service) off campus pursuant to Section 830.2 of the California Penal Code and Section 89560 of the California Education Code. Considering the stability of the scene, response time, the nature of the incident, the location of the incident, the reasonableness of any detention and the appropriateness of intervention by the San José State University Police Department, the University Police Department shall determine whether to turn over control of the incident to SJPD. When appropriate, the University Police Department Watch Commander will ensure that SJPD is notified of the incident. If the decision is made to turn control of the incident over to SJPD, University Police Officers will take whatever action is necessary to preserve the peace, protect life and property, and preserve the crime scene for follow-up by SJPD.

SECTION 8. CRIMINAL INVESTIGATION.

The California State University Police Department is responsible for the investigation of all crimes occurring on State University property and grounds owned, operated, controlled or administered by the California State University, except as noted in Section 1.B.

SECTION 9. REQUEST FOR ASSISTANCE FROM THE SAN JOSE POLICE DEPARTMENT.

Upon request, SJPD will lend whatever assistance is necessary to the University Police Department with regard to criminal investigations.

SECTION 10. CRIMINAL INVESTIGATION BEYOND UNIVERSITY BOUNDARIES.

University Police Officers are authorized under law to investigate crimes that have occurred within their jurisdiction anywhere in the State of California. If the University Police Department investigates a crime beyond the one-mile radius of the campus, the

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University Police Department will notify the proper jurisdiction as a courtesy. SJPD will assist as much as possible with investigations extending into the CITY's jurisdiction when requested by University Police Officers.

SECTION 11. OBTAINING CRIMINAL COMPLAINTS AND WARRANTS.

All complaints or warrants from the Santa Clara County District Attorney's Office for misdemeanor and felony arrests made by University Police Officers will be obtained by the California State University Police Department. The San José State University Police Department shall enter all such warrants into the CLETS.

SECTION 12. SERVING WARRANTS.

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

SECTION 13. ARRESTS MADE BY SAN JOSE STATE UNIVERSITY POLICE OFFICERS.

When a University Police Officer makes an arrest, the arrestee will be booked as a California State University Police Department arrest. University Police Officers will transport and book all persons arrested by University Police Officers. Should the transporting and booking process reduce staff of the University Police Department to critical level, pursuant to the mutual aid agreement, the San José State University Police Department may request assistance of SJPD to assist in transporting and booking the prisoner.

SECTION 14. MANAGEMENT OF CIVIL DISORDERS.

All street disturbances, riots, unlawful assemblies, civil disorders, etc., which depart the SJSU campus will be the responsibility of SJPD. In the event the disturbance occurs off the campus but involves SJSU students, the University Police Department may monitor the occurrence in order to be advised of the possibility of the occurrence moving onto

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the university campus. In the event this type of activity remains on campus, the University Police Department may request assistance, as necessary, from SJPD. SJPD commanding officers will then confer with University Police Department commanding officers and SJSU Administration regarding the incident. SJPD will cooperate with the University Police Department in carrying out the agreed upon general response. SJPD will determine the tactics to be employed to carry out this response.

SECTION 15. INVESTIGATION OF VEHICLE CASES.

- A. The University Police Department will investigate reports of vehicles stolen and recovered on SJSU property and immediately enter the appropriate information into CLETS and make appropriate notifications to the registered owner of the vehicle, the agency accepting the stolen vehicle report and the Department of Justice.

- B. Vehicles stolen or recovered on city streets surrounding the SJSU campus will be the primary responsibility of SJSU. At such times as University Police Officers recover stolen vehicles on city streets surrounding the SJSU campus, the University Police Department will immediately enter the appropriate information into CLETS and make appropriate notifications to the registered owner of the vehicle and the Department of Justice. Vehicles may be removed by SJSU officers from the city streets when blocking state owned driveways or creating other hazards to SJSU streets or pedestrians or as part of the investigation of a crime. In this event, appropriate information will be entered into CLETS by the University Police Department.

SECTION 16. OFFICER-INVOLVED FIREARMS DISCHARGE.

In the event a member of the University Police Department fires a weapon resulting in any injury or fatality, the Santa Clara County District Attorney's Office will be notified and requested to respond. Additionally, the California Department of Justice will be notified pursuant to Assembly Bill 1506. SJPD will be notified and assistance requested from the Homicide Unit for investigation to monitor the investigation. Upon receipt of such

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notification and request, the on-duty SJPd Watch Commander will immediately contact the commander of the Homicide Unit, or a designee who will then respond and assist the University Police Department. SJSU shall reimburse the CITY for related costs of services at the rates set out in the CITY's schedule of fees resolution.

SECTION 17. ENTERING THE SAN JOSE STATE UNIVERSITY CAMPUS ON OFFICIAL BUSINESS.

To assist in coordinating activities between the University Police Department and SJPd, officers in uniform or in plainclothes going onto the SJSU campus on official business will notify the California State University Police Department on-duty Watch Commander via the University Police Department Communications Unit at (408) 924-2222.

SECTION 18. CRIME REPORTS AND RECORDS.

All crime reports taken by University Police Officers shall be made on California State University Police Department case numbers. Any criminal cases requiring coordination with SJPd will be forwarded to the appropriate SJPd Bureau marked: "For Information Purposes Only." All major crimes occurring on SJSU property shall be reported to the SJPd on-duty Watch Commander for informational purposes only. Similar cases occurring adjacent to the SJSU campus in the jurisdiction of SJPd shall be reported to the University Police Department on-duty supervisor.

SECTION 19. EXECUTION IN COUNTERPARTS.

This AGREEMENT may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

SECTION 20. USE OF ELECTRONIC SIGNATURES.

Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic

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copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronic contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

Carl B. Mitchell
Email: carl.mitchell@sanjoseca.gov
Date: 02/06/2023 GMT

02/06/2023

CARL B. MITCHELL
Senior Deputy City Attorney

Sarah Zarate
Email: sarah.zarate@sanjoseca.gov
Date: 02/08/2023 GMT

02/08/2023

SARAH ZARATE
Director, Office of the City Manager

“SJSU”

APPROVED AS TO FORM:

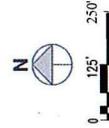
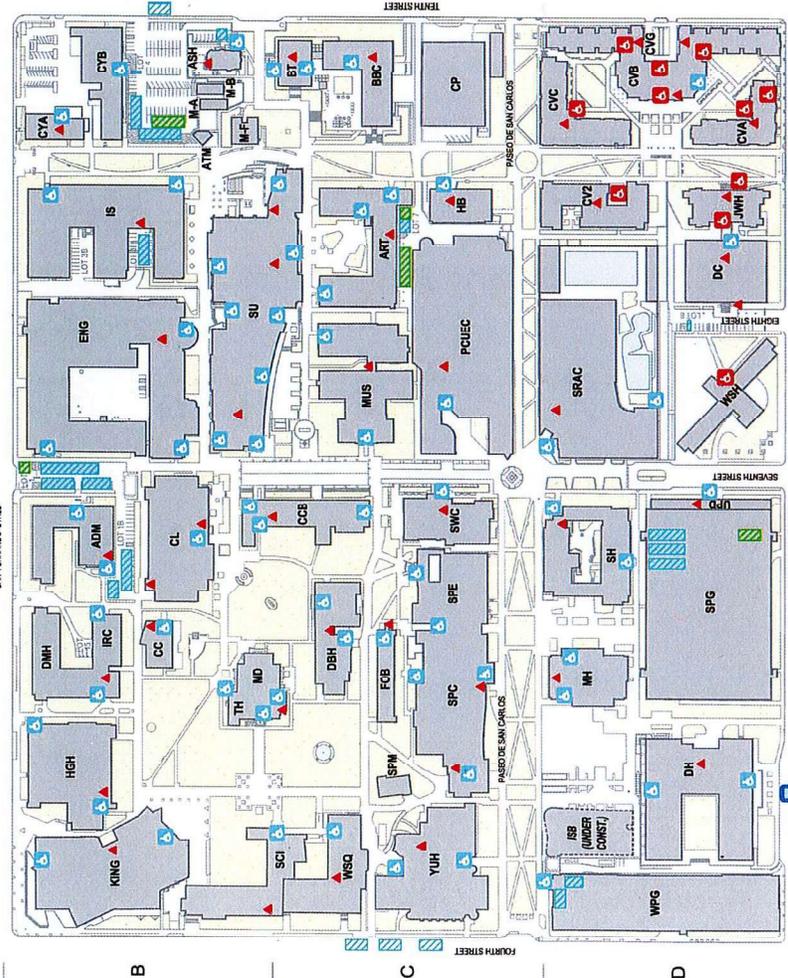
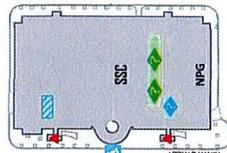
SAN JOSE STATE UNIVERSITY, a California State University

DocuSigned by:
Gaëlle H. Gralnek
GAELLE GRALNEK
University Counsel

DocuSigned by:
Charlie Faas
CHARLIE FAAS
Vice President of Administration and Finance Division

ATTACHMENT 1

- LEGEND**
- ⊠ Elevator
 - ⊠ Wheelchair Accessible
 - ⊠ Wheelchair Accessible Electronic Door
 - ⊠ Wheelchair Accessible Restricted Access (University Housing)
 - ⊠ Accessible Parking DMV Placed
 - ⊠ Accessible Parking University Permit
 - ⊠ 20/30 Minutes Parking



Location Key

B2	ADM	Administration	B2	CL	Clark Hall	B2	CC	Computer Center	B2	CC	Computer Center	B2	CC	Computer Center
C3	ART	Art	B4	CYA	Corporation Yard Offices									
B4	ASH	Associated Students House	D3	DC	Dining Commons									
B4	ATM	Automated Bank Teller Facility	B1	KING	Dr. Martin Luther King, Jr. Library	B1	KING	Dr. Martin Luther King, Jr. Library	B1	KING	Dr. Martin Luther King, Jr. Library	B1	KING	Dr. Martin Luther King, Jr. Library
C4	BBC	Boccardo Business Classroom Building	B2	DMH	Dudley Moorhead Hall									
C4	BT	Business Tower	D1	DH	Duncan Hall									
D4	CVA	Campus Village A	C2	DBH	Dwight Bentel Hall									
U4	LVB	Campus Village B	B3	ENG	Engineering									
D4	CVC	Campus Village C	C2	FOB	Faculty Office Building									
D4	CVG	Campus Village Garage	C4	HB	Health Building									
D4	CVZ	Campus Village Phase 2	B1	HGH	Hugh Gillis Hall									
C2	CCB	Central Classroom Building	B4	IS	Industrial Studies									
C4	CP	Central Plant	B2	IRC	Instructional Resource Center									
B2	CL	Clark Hall	D1	ISB	Interdisciplinary Science Building									
B2	CC	Computer Center	D4	JWH	Joe West Hall									
B4	CYA	Corporation Yard Offices	B4	M-A	MacQuarrie Hall									
B4	CYB	Corporation Yard Trades Building	B4	M-B	Modular A									
D3	DC	Dining Commons	B4	M-F	Modular B									
B1	KING	Dr. Martin Luther King, Jr. Library	B2	MD	Morris Dailey Auditorium									
B2	DMH	Dudley Moorhead Hall	C3	MUS	Music									
D1	DH	Duncan Hall	A4	NPG	North Parking Facility									
C2	DBH	Dwight Bentel Hall	C3	PCUEC	Provident Credit Union Event Center	C3	PCUEC	Provident Credit Union Event Center	C3	PCUEC	Provident Credit Union Event Center	C3	PCUEC	Provident Credit Union Event Center
B3	ENG	Engineering	C1	SCI	Science									
C2	FOB	Faculty Office Building	D2	SPG	South Parking Facility									
C4	HB	Health Building	C1	SPM	Spartan Memorial									
B1	HGH	Hugh Gillis Hall	C2	SPC	SPX Central									
B4	IS	Industrial Studies	C2	SPE	SPX East									
B2	IRC	Instructional Resource Center	D3	SRAC	Spartan Recreation and Aquatic Center	D3	SRAC	Spartan Recreation and Aquatic Center	D3	SRAC	Spartan Recreation and Aquatic Center	D3	SRAC	Spartan Recreation and Aquatic Center
D1	ISB	Interdisciplinary Science Building	A4	SSC	Student Services Center									
D4	JWH	Joe West Hall	B3	SU	Student Union									
B4	M-A	MacQuarrie Hall	C2	SWC	Student Wellness Center									
B4	M-B	Modular A	D2	SH	Sweeney Hall									
B4	M-F	Modular B	B2	TH	Tower Hall									
B2	MD	Morris Dailey Auditorium	D2	UPD	UPD Building									
C3	MUS	Music	D3	WSH	Washburn Hall									
A4	NPG	North Parking Facility	C1	WSQ	Washington Square Hall									
C3	PCUEC	Provident Credit Union Event Center	D1	WPG	West Parking Facility									
C1	SCI	Science	C1	YUH	Yoshihiro Uchida Hall									

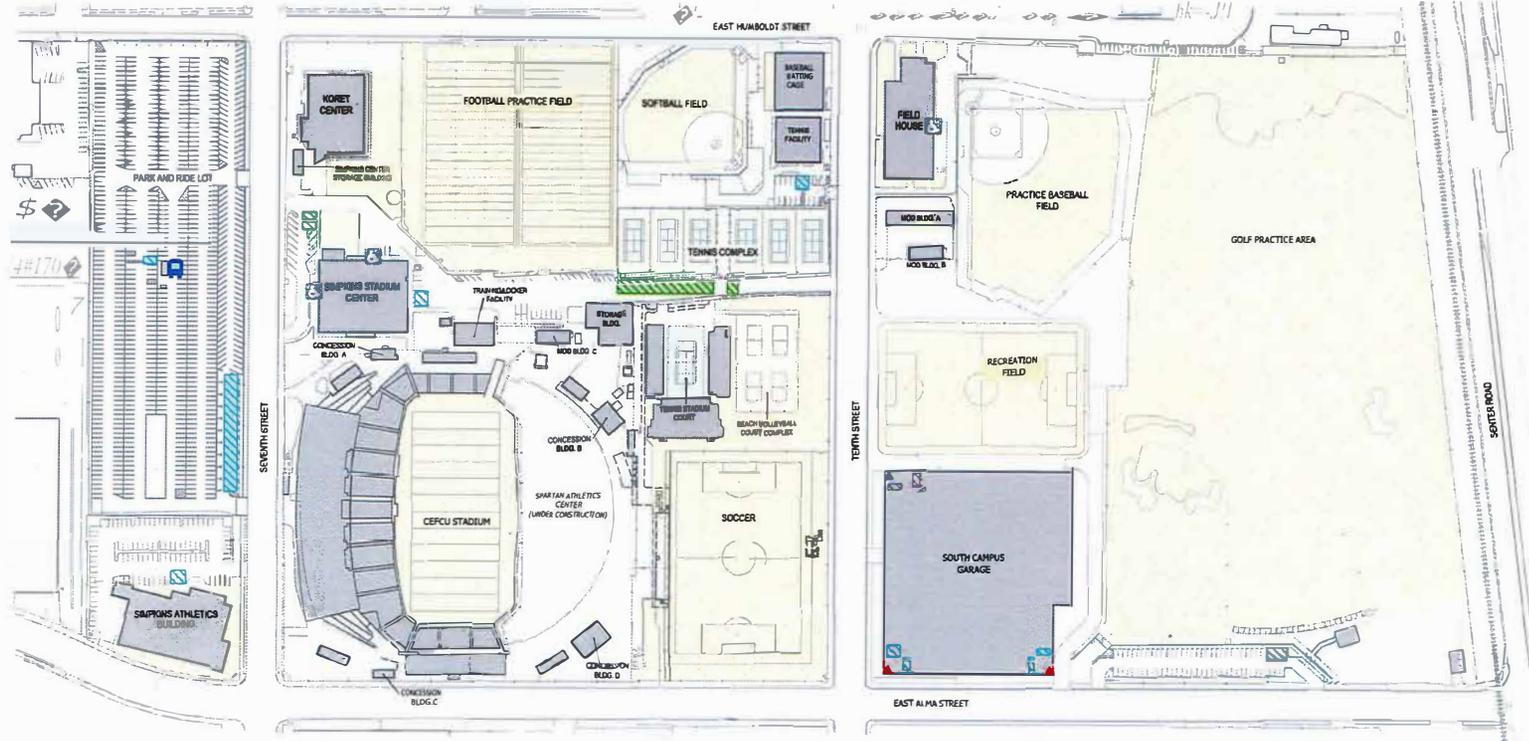


SAN JOSE STATE UNIVERSITY

JULY 2021

LEGEND

- Elevator
- Wheelchair Accessible Electronic Door
- Accessible Parking University Permit
- Park and Ride Shuttle
- 20/30 Minutes & 2 Hours Parking



SOUTH CAMPUS



SJSU SAN JOSE STATE UNIVERSITY

JULY 2021

Certificate Of Completion

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 frank.belcastro@sjsu.edu

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Signer Events

Gaelle H. Gralnek
 ggralnek@calstate.edu
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Charlie Faas
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 CFO
 San Jose State University - Global Acct
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Michael D Carroll
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 Chief
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Frank Belcastro
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 San Jose State University - Enterprise
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