## MEMORANDUM OF UNDERSTANDING SHARING INFORMATION REGARDING SEX OFFENSES

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The City of Eugene, an Oregon

(City)

municipal corporation

AND:

The University of Oregon

(University)

City Contract No.:

## **RECITALS**

- A. The City, acting through its Eugene Police Department (EPD), provides police protection services within the City. The University of Oregon Police Department provides police protection services on campus.
- B. The University of Oregon (UO) has an obligation under Title IX of the Education Amendments of 1972 (Title IX) to take immediate and appropriate action in response to allegations of sex offenses involving UO students, employees and visitors who are the victim of, a witness to, or an alleged perpetrator of a sex offense.
- C. UO acknowledges and shares EPD's interest in complete and thorough investigation of any criminal allegation. The parties recognize that concurrent investigations by EPD (criminal) and UO (Title IX) could jeopardize EPD's criminal investigation.
- D. EPD has a professional obligation to investigate sexual assaults. EPD recognizes that the traditional law enforcement response to sexual violence tends to discourage sexual assault survivors from seeking assistance through the criminal justice system. EPD is committed to increasing sexual assault reporting by eliminating barriers to reporting by taking a victim-centered and offender-focused approach to sexual violence investigations. The integrity of the investigation and the reporting party's privacy considerations are fundamental to EPD's obligation to sexual assault investigations.

## **AGREEMENT**

Based upon the above recitals, the parties agree as follows:

1. Subject to UO's obligations under Title IX, the Family Educational Rights and Privacy Act (FERPA), and other applicable laws, UO shall contact EPD if UO receives a report of a sex offense that is alleged to have occurred off-campus in the City of Eugene, to inquire whether EPD has initiated or intends to initiate a criminal investigation of the incident.

- 2. Within 72 hours of being contacted by UO, or as soon as practicable, EPD shall inform UO whether EPD has initiated or will be initiating a criminal investigation of the sex offense allegations, and if so, whether UO's concurrent Title IX investigation could compromise EPD's criminal investigation. The UO may not suspend its investigation until EPD provides such confirmation. If EPD informs UO that a concurrent investigation could jeopardize EPD's criminal investigation, then UO, subject to its obligations under Title IX and other applicable law, will temporarily suspend its investigation until EPD has notified UO that EPD has completed the evidence gathering stage of its investigation.
- 3. In addition to requesting UO to postpone its investigation, EPD may also request that UO take no action that could suggest to the suspects of the criminal investigation that they are suspects. EPD acknowledges that UO is obligated to take interim steps short of launching an investigation, including but not limited to informing the complainant of his or her rights under Title IX, providing information to the complainant regarding counseling and other UO support services available to the complainant, and implementing interim accommodations, to ensure the complainant's continued access to the UO's programs and activities.
- 4. EPD will notify UO to confirm EPD's completion of the evidence gathering stage of its criminal investigation, as well as whether the district attorney's office believes that a Title IX investigation prior to prosecution could jeopardize the prosecution. Such notification shall occur as soon as possible after the completion of the evidence gathering stage of EPD's criminal investigation. EPD also will provide to UO a copy of EPD's completed police report as soon as practicable if providing the copy would not jeopardize the prosecution or result in a waiver of an exemption under the Oregon Public Records Act.
- 5. UO acknowledges that requesting updates from EPD during the pendency of a criminal investigation could slow down the investigation. Therefore, UO will request such an update only if there is a significant need for such an update. In that event, UO's general counsel will contact Eugene's city attorney to request such an update. All other communications pursuant to provisions 1-4 of this MOU shall be between UOPD's Chief or designee and EPD's Chief or designee.
- 6. EPD and UO are each reviewing information about and considering participating as a member of the You Have Options program. If either or both parties choose to participate in that program, revisions to this MOU may be necessary. Any such change, as well as any other change, may be made only in writing and by mutual agreement.
- 7. Either party may terminate this MOU by providing written notice to the other party.

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By: At. Robin Holmes

Title: Chief of Police Eugene Police Department

Date: 12.31. 14

By: Manual Action A

Date: 12/21/14