POLICY STATEMENT

The University of North Dakota Police Department provides law enforcement services to fraternities and sororities situated on non-campus locations, as all these recognized student organizations, with residences, are located within the jurisdiction dictated by the Memorandum of Agreement with the Grand Forks Police Department.

REASON FOR POLICY

The University of North Dakota is responsible for addressing criminal activity off campus when it has recognized student organizations residing in off-campus locations. This is in response to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act).

SCOPE OF POLICY

This policy applies to all members of the University community and should be read by:

✓ President
✓ Vice Presidents
✓ Deans, Directors & Department Heads
✓ Area Managers & Supervisors
✓ Faculty
✓ Staff
✓ Students
✓ Others

WEB SITE REFERENCES

This policy: [http://UND.edu/finance-operations/_files/docs/6-12-criminal-activity-offcampus.pdf](http://UND.edu/finance-operations/_files/docs/6-12-criminal-activity-offcampus.pdf)
Policy Office: [http://UND.edu/finance-operations/policy-office.cfm](http://UND.edu/finance-operations/policy-office.cfm)
Vice President for Finance & Operations: [http://UND.edu/finance-operations/](http://UND.edu/finance-operations/)
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RELATED INFORMATION

| Clery Act | http://clerycenter.org/summary-jeanne-clery-act |

CONTACTS

Specific questions should be directed to the following:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Contact</th>
<th>Telephone</th>
<th>Office or Department E-Mail / Web Address</th>
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<tbody>
<tr>
<td>Policy Clarification</td>
<td>UPD</td>
<td>(701) 777-3491</td>
<td><a href="http://UND.edu/finance-operations/university-police/index.cfm">http://UND.edu/finance-operations/university-police/index.cfm</a></td>
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DEFINITIONS

<table>
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<tr>
<th>Clery Act</th>
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<tr>
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PRINCIPLES

**OVERVIEW** – UPD provides law enforcement services to fraternities and sororities situated on non-campus locations, as all these recognized student organizations, with residences, are located within the jurisdiction dictated by the MOA with the Grand Forks Police Department (GFPD).

UND is responsible for addressing criminal activity off campus when it has recognized student organizations residing in off-campus locations. This is in response to the Clery Act.

PROCEDURES

Outside the jurisdiction described by the MOA, the University does not have any recognized student organizations in off-campus locations.

See MOA between UPD and GFPD.

RESPONSIBILITIES

| UPD               | Address criminal activity off-campus when it has recognized student organizations residing in off-campus locations. |
APPENDICES

| Appendix 1 – MOA for Law Enforcement Cooperation | Contact UPD |

REVISION RECORD

<table>
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<tr>
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<tr>
<td>11/04/2011</td>
<td>Interim Approval</td>
<td>President Robert O. Kelley</td>
</tr>
<tr>
<td>02/07/2012</td>
<td>Policy Implementation</td>
<td>President Robert O. Kelley</td>
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<tr>
<td>05/29/2013</td>
<td>Revision</td>
<td>Made minor clerical adjustments and clarifications</td>
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<tr>
<td>07/01/2013</td>
<td>Revision Approved</td>
<td>President Robert O. Kelley</td>
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<td>President Robert O. Kelley</td>
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</tr>
<tr>
<td>07/20/2015</td>
<td>Revision Approved</td>
<td>President Robert O. Kelley</td>
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MEMORANDUM OF AGREEMENT
FOR LAW ENFORCEMENT COOPERATION

This Memorandum of Agreement is entered into by and between the City of Grand Forks, North Dakota, by and through its Police Department, and the University of North Dakota.

RECITALS

WHEREAS, the University of North Dakota campus is located within the city limits of Grand Forks, North Dakota; and

WHEREAS, the City of Grand Forks provides law enforcement services and activities through its Police Department; and

WHEREAS, the University of North Dakota provides police services for its campus and property owned, controlled, or affiliated with or used by UND through its University of North Dakota Police Department; and

WHEREAS, the City of Grand Forks and University have concurrent law enforcement jurisdiction over property owned by the State of North Dakota for the use of the University of North Dakota; and

WHEREAS, the City of Grand Forks and the University of North Dakota wish to cooperate with regard to matters of law enforcement within the community and to efficiently utilize law enforcement resources.

NOW, THEREFORE, be it agreed by and between the City of Grand Forks Police Department and the University of North Dakota Police Department as follows:
I. Definitions.

A. Campus District. For purposes of this Agreement, the term "Campus District" shall mean that property owned, controlled by, or affiliated with UND and privately owned property not affiliated with UND which lies within the boundaries of the Campus District map attached hereto and incorporated by reference. The Campus District is subject to revision by the parties hereto.

B. Homicide. For purposes of this Agreement, the term "homicide" includes the uniform crime reporting offense of murder and non-negligent manslaughter; the "willful killing of one human being by another."

II. University of North Dakota Police Department Responsibilities.

A. Generally,

1. The University of North Dakota will, by written correspondence, request the Mayor of the City of Grand Forks appoint officers of the University of North Dakota Police Department as “Special Officers” under the provisions of Grand Forks City Code 5-0104 in the interest of having authority to enforce the ordinances of the City of Grand Forks.

   a) A current and valid North Dakota Peace Officer Standards and Training Board (ND P.O.S.T) issued Peace Officer’s license will be a prerequisite for appointment and retention of the status of “Special Officer” under Grand Forks City Ordinance 5-0104. At time of request, the University of North Dakota will provide proof the officer(s) possess a current ND P.O.S.T. Board issued Peace Officer’s license.

   b) Upon appointment by the Mayor of the City of Grand Forks as a “Special Officer” the UNDPD officer will take an oath to enforce Grand Forks City ordinances. The oath will be on a form consistent with the requirements of the ND P.O.S.T. Board. The signed original of the oath to be filed with the University of North Dakota Police Department in accordance with their policies and procedures. A copy of the signed oath will be provided by the UNPD to Office of the Mayor of the City of Grand Forks, Grand Forks Municipal Court, and the Grand Forks Police Department.

   c) The UND Police Department shall promptly notify the Chief of Police for the City of Grand Forks if any University of North Dakota Police Officer's authority to serve as a peace officer in the State of North Dakota is suspended or revoked by actions of either the University of North Dakota or the North Dakota P.O.S.T. Board.

2. UND officers who have been designated as “Special Officers” shall have city-wide jurisdiction, although their primary responsibility shall be within the Campus District.
3. Upon request by the Grand Forks Police Department, the University of North Dakota Police Department will assist and support the Grand Forks Police Department in the investigation of crimes, response to disorders, and maintaining public order within the Campus District and/or the City of Grand Forks.

4. In the event of vehicular pursuit by University of North Dakota police officers which begins outside of the Campus District or proceeds from the Campus District to outside the Campus District, the Public Safety Answering Point will be notified of such pursuit.

B. Within Campus District, the following provisions apply:

1. UND police officers have concurrent law enforcement responsibility with the Grand Forks Police Department within the Campus District as designated herein, and the streets contiguous to the identified Campus District.

2. UND police officers may enforce criminal, noncriminal, and parking ordinances of the City of Grand Forks including the issuance of municipal parking tickets and traffic citations for violations of City of Grand Forks ordinances upon public streets within the City of Grand Forks.

3. UND police officers will respond to animal related calls for service within the Campus District when no community service officer from the City of Grand Forks is on duty.

4. Notify the Grand Forks Police Department of homicides and any criminal activity occurring within the Campus District and/or within UND owned, controlled, or affiliated property within the city limits of the City of Grand Forks which may affect the safety of the citizens of the City of Grand Forks.

   a) The University of North Dakota Police Department will have command responsibilities for the investigation of homicides occurring on UND owned, controlled, or affiliated property. All others shall become the command responsibility of the Grand Forks Police Department.

   b) The Grand Forks Police Department will provide investigation specialists and departmental resources to the University of North Dakota Police Department in the event of a homicide investigation being conducted on UND owned, controlled, or affiliated property by the University of North Dakota Police Department.

5. In the event of a motor vehicle crash occurring within the Campus District which involves a fatality, an injury which is or could be life threatening, or other serious crash, the Grand Forks Police Department Collision Analysis Reconstruction Team will assist the University of North Dakota Police Department.

C. Outside of Campus District, the following provisions apply:
III. City of Grand Forks Responsibilities.

A. The Grand Forks Police Department will assist and support the University of North Dakota Police Department in the investigation of crimes, response to public disorders, and maintaining public order within the Campus District.

B. In the event of vehicular pursuit by Grand Forks Police Department officers which begins within, or progresses through the Campus District, the Public Safety Answering Point will be notified of such pursuit.

C. When on duty, the community service officers of the Grand Forks Police Department will have primary responsibility to respond to animal related calls within the Campus District.

D. Grand Forks Police Department personnel will notify the Public Safety Answering Point upon taking official action or investigating any violation of ordinance or statute within facilities owned or controlled by UND.

E. The Grand Forks Police Department will notify the UND Police Department of any incident or situation within the City of Grand Forks that may affect the safety of persons within the Campus District.

F. The Grand Forks Police Department will make reasonable efforts to comply with reasonable measures requested by UND officials to avoid student, staff or faculty disruption; however, in situations involving imminent threat to life or property, or if the need for immediate action makes it impossible or unreasonable to first notify UND officers, or other emergency may be occurring, the Grand Forks Police Department may act in its discretion and make the required notification as soon thereafter as possible.

G. The Grand Forks Police Department will provide services of the Grand Forks Police Department Collision Analysis Reconstruction Team for any motor vehicle crash occurring within the Campus District involving a fatality, an injury which is or could be life-threatening, or other serious automobile crash.

IV. Non-Emergency Event Coordination.

A. For major non-emergency events occurring either within the City or the Campus District, the Grand Forks Chief of Police or designee and the University of North Dakota Chief of Police or designee will meet in a timely manner to review operational issues including traffic control, planning, and event staffing.
V. Records.

A. The Grand Forks Police Department and the University of North Dakota Police Department will make their police records available to the other agency to the same extent as those records are available to other law enforcement agencies. The Grand Forks Police Department and the University of North Dakota Police Department will share statistical crime data on a periodic basis as requested by the respective agency. With respect to investigative records maintained by the University of North Dakota Police Department, and in recognition of 20 U.S.C. §1232, any investigative records maintained by the University of North Dakota Police Department relative to joint investigations between the Grand Forks Police Department and the University of North Dakota Police Department shall be available to the Grand Forks Police Department. Statistical information, as opposed to personal records shall be available to the Grand Forks Police Department. Educational records maintained by the University of North Dakota, for example, but not limited to, student records maintained by the UND Registrar or Financial Aid Department, will be made available to the Grand Forks Police Department only to the extent permitted under the Family Education Rights & Privacy Act of 1974, as amended, or any state or federal laws regarding privacy of educational records.

VI. Inter-agency Communication.

A. For the purposes of 24-7 operational implementation of this Agreement, the on-duty police supervisor, senior officer, or assigned criminal investigator for the respective agency will be responsible, under ordinary circumstances, to make inter-agency contacts expressed within this Agreement, except where otherwise specified.

VII. Term of Agreement.

A. This Agreement shall expire on the 30th day of June, 2016. However, either party may terminate this Agreement by providing written notice sixty (60) days prior to the effective date of termination. This Agreement will be reviewed annually by and between the Grand Forks Police Department and the University of North Dakota Police Department to address issues of mutual concern, inter-agency assistance plans, and the implementation and operation of this Agreement.

VIII. Independent Agencies.

A. This Agreement shall not be construed to, in any manner, abrogate or limit the rights, powers or functions of the parties hereto. The parties to this Agreement shall perform as independent agencies under this Agreement. Neither party, nor its employees, agents, or representatives shall be considered employees of the other party for any purpose, including, but not limited to, the application of the Social Security Services Act, the North Dakota Unemployment Compensation Act, the North Dakota Workers Compensation Act, or any claims, demands, or suits. Except to the extent specified in this Agreement, each party will retain sole and absolute discretion regarding the manner and means or carrying out its activities and responsibilities under this Agreement.
IX. Liability.

A. The City of Grand Forks and the University of North Dakota each agree to assume its own liability for any and all claims of any nature including all costs, expenses and attorney’s fees which in any manner may result from or arise out of this agreement or the services provided hereunder. Each party shall be responsible for its own acts and/or omissions of its officers or employees.

B. The execution of this Agreement by the parties hereto shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

X. Severability.

A. If any paragraph, sentence, clause or phrase of this Agreement is for any reason invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

XI. Entire Agreement.

A. This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

XII. Amendment of Agreement.

A. No amendment to this Agreement shall be effective except upon the written concurrence of both parties.

XIII. Notices.

A. Notices provided for in this Agreement, unless expressly provided for otherwise, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

City of Grand Forks
P.O. Box 5200
Grand Forks, ND 58206-5200

University of North Dakota
Alice Brekke, Vice President for Finance and Operations
Twamley Hall Room 314
264 Centennial Drive Stop 8378
Grand Forks, ND 58202-8378
B. Notices delivered by mail shall be deemed effective three (3) days after mailing in accordance with this section. Notices delivered in person shall be deemed effective upon receipt.

XIV. Government Purposes.

A. Any and all services or activities performed under or pursuant to this Agreement shall be deemed for public and governmental purposes only. It is the intention of the parties that all privileges, protections, defenses, immunities and damage limitations afforded by law to the parties hereto shall remain in full effect. This Agreement shall not be construed, in any manner, to abrogate or limit the rights, defenses, immunities, exemptions, powers, duties or functions of either party hereto.

XV. Authority for Agreement.

A. This Agreement is made under the authority pursuant to Chapter 54-40 of the NORTH DAKOTA CENTURY CODE relating to joint exercise of governmental authority and section 44-08-24 of the North Dakota Century Code relating to interagency cooperation.

City of Grand Forks
A North Dakota Municipal Corporation

Date: ________________   By: ________________________________

MICHAEL R. BROWN, Its Mayor

Date: ________________   Attest: ________________________________

MAUREEN STORSTAD, Its Auditor

University of North Dakota

Date: 7/30/14   By: ________________________________

ALICE BREKKE, Its Vice President for Finance and Operations