

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is entered into by and between Lake Region State College (LRSC) through Lake Region State College Police Department (LRPD), and the City of Devils Lake through the Devils Lake Police Department (DLPD).

**WHEREAS**, LRSC is an institution of higher education in the ND University System, governed by the State Board of Higher Education, with its primary “home” campus in Devils Lake, ND;

**WHEREAS**, the City of Devils Lake operates the DLPD which has jurisdiction within the city limits and for a distance of one and one-half miles outside the city limits of the City of Devils Lake, as provided in section 40-20-05(1) of the North Dakota Century Code;

**WHEREAS**, LRSC is located within the city limits of the City of Devils Lake;

**WHEREAS**, LRSC operates the Lake Region State College Police Department, as provided in section 15-10-17(2) of the North Dakota Century Code, which employs licensed peace officers with the authority to arrest and the responsibility to respond in an emergency; and

**WHEREAS**, LRPD and DLPD have determined that their collective responsibilities to provide for the safety and security of the LRSC campus are served by an agreement outlining the responsibilities between them.

**NOW, THEREFORE**, the parties agree as follows:

### **1. Jurisdiction: DLPD**

- A. DLPD agrees to provide all patrol and investigative services, including responding to calls of an emergency and non-emergency nature, and the investigation of motor vehicle accidents and other traffic related matters on the LRSC campus.
- B. DLPD agrees to assume jurisdiction for all criminal investigations including infractions, misdemeanors, and felonies on the LRSC campus.

### **2. Jurisdiction: LRSC**

- A. Licensed and sworn peace officers of LRSC will respond to a crime in progress that threatens the safety and/or security of persons or property.
- B. LRPD peace officers shall relinquish investigative authority and jurisdiction to the DLPD upon their arrival to campus.

- C. LRPD peace officers shall assist DLPD as requested by DLPD during any investigation.
- D. In any instance where an LRPD peace officer makes a criminal arrest or responds to a crime in progress or other emergency, they will notify DLPD in a timely manner.
- E. LRPD peace officers will provide a written narrative to the DLPD whenever they take official action as a peace officer, recover evidence, or otherwise have information that needs to be included in a DLPD police report.

**3. Review and Amendment**

- A. Representatives from DLPD and LRPD agree to participate in at least one safety meeting each year to discuss campus security.
- B. Amendments to this agreement can be recommended by DLPD or LRPD at any time. Any Amendment to this Agreement must be in writing and signed by the parties.


**4. Term**

This Agreement becomes effective upon the date of last signature and remains in effect until terminated by either party upon written notice to the other.

**5. Liability**

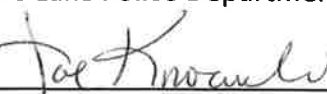
Each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment in the performance of this Agreement. LRPD's tort liability is governed by chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. DLPD's tort liability is governed by chapter 32-12.1 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Nothing herein shall preclude either party from asserting against third parties any defenses to liability it may have under the law or be construed to create a basis for a claim or suit when none would otherwise exist.

Lake Region State College

By:   
Lloyd Halvorson, Chief of Police

Date: 11/16/17

Devils Lake Police Department

By:   
Joe Knowski, Chief of Police

Date: 11/20/2017