

**St. Cloud State University, St. Cloud Technical & Community College and
City of St. Cloud Police Department**

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING, and ATTACHMENT(S), amendments and supplements thereto, (hereinafter "MOU") is between St. Cloud State University and St. Cloud Technical & Community College, members of the Minnesota State Colleges and Universities System, (hereinafter "STATE"), and City of St. Cloud, 400 2nd Street South, St. Cloud, MN 56301 (hereinafter "CITY") The City and the STATE may, from time to time herein, be collectively referred to as "the Parties."

WHEREAS, the City and STATE have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community;

WHEREAS Crime occurs on and near the campus of STATE and STATE desires supplemental law enforcement services to reduce violent crime

WHEREAS, the Minnesota Legislature recently passed legislation, Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, addressing campus sexual assault that, among other things, requires postsecondary institutions and local law enforcement agencies to enter into a memorandum of understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

WHEREAS, the recently passed legislation also requires that local law enforcement agencies cooperate with postsecondary institutions by entering into and honoring the memoranda of understanding required by the new legislation, Minn. Stat. §626.891, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 3.

WHEREAS the CITY shares these objectives and is willing to provide supplemental law enforcement services for State;

And

WHEREAS, the CITY and STATE wish to state more fully their rights and responsibilities regarding such supplemental law enforcement services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties enter into the following agreement.

I. DUTIES

a. CITY'S DUTIES. The CITY shall:

Provide additional police services as follows: The St. Cloud Police Department will continue to focus additional efforts on targeting violent crime reduction on the STATE campus and the surrounding neighborhood. St. Cloud Police Department will reach consensus with STATE about specific expectations upon signing this MOU. Items to be included will be the geographic boundaries to focus law enforcement, protocols for cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a student or employee occurs in the City. Continued planning around STATE events and activities likely to result in the need for additional law enforcement support as well as information sharing and coordination. Both parties will require clarity about communications that will honor the separate chain of command of each party.

b. STATE'S DUTIES. The STATE shall:

The STATE will work collaboratively with the CITY'S Police Department to meet the mutual goal of reducing crime on the STATE campus and in surrounding neighborhoods. Coordination will largely be accomplished through the STATE'S Public Safety Departments. The STATE agrees to meet with the CITY's Police Department at the beginning of this MOU and on a regular basis as agreed between the parties to develop and refine goals and to review progress.

II. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration: The STATE shall pay the CITY no more than \$20,000 per month for services performed satisfactorily pursuant to this agreement. Consideration will be allocated as follows:

i. St. Cloud State University shall pay the CITY no more than \$15,000 per month for services performed satisfactorily pursuant to this agreement.

ii. St. Cloud Technical & Community College shall pay the CITY no more than \$5,000 per month for services performed satisfactorily pursuant to this agreement.

b. Terms of Payment. Payments shall be made by the STATE promptly after the CITY'S presentation of invoices at each respective campus for services performed and acceptance of such services by the STATE'S authorized representatives pursuant to this agreement. Invoices shall be submitted according to the following schedule:

c. STATE will reimburse CITY quarterly upon submission of invoices throughout the fiscal year.

- III. **TERMS OF CONTRACT.** This contract shall be effective on July 1, 2019, or upon the date that the final required signature is obtained by the STATE, whichever occurs later, and shall remain in effect until June 30, 2022, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CITY is notified to begin work by the STATE'S Authorized Representative.
- IV. **CANCELLATION.** This contract may be cancelled by the STATE or the CITY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed through the date of cancellation.
- V. **NO EMPLOYMENT OR JOINT EMPLOYMENT CREATED.** This agreement does not create an employment relationship between State and employees of CITY. CITY employees providing services under this agreement shall report to their respective Police Department supervisors and others in the chain of command at CITY. STATE employees involved in this agreement report to their STATE supervisors. Neither the CITY nor the STATE shall have the authority or ability to terminate or otherwise discipline the employees, agents or representatives of the other.
- VI. **BASIC SERVICES.** CITY will provide focused law enforcement services in the St. Cloud State University and St. Cloud Technical & Community College campuses and Southside-University neighborhood. Such services shall include, but not limited to, the investigation and, where possible, prevention of crimes against persons and property, identification and arrest of violators of State laws and city ordinances, filing investigative and other required reports or documents. The services provided by three (3) St. Cloud police officers will focus on the reduction of and investigative response to violent crime on campus and in the surrounding University neighborhood. The CITY will work closely and collaboratively with the Public Safety Department of St. Cloud State University and St. Cloud Technical & Community College as well as University and College officials in addressing the law enforcement needs of the University, College, and adjacent neighborhoods.
- VII. **PERFORMANCE OF DUTIES.** While CITY reserves the right to determine the deployment method for the officers performing duties under this Agreement, and the manner in which the services contemplated by this Agreement shall be provided. It is also understood that the STATE'S primary goal of this Agreement is the reduction of violent crime both on the STATE'S property as well as in areas designated as neighborhood(s) adjacent to campus.
- VIII. **CONTROLLING PROCEDURES:** The procedures of CITY personnel will be governed by the St. Cloud Police Department Policy Manual (hereinafter "manual"). Where STATE personnel procedure conflicts with the procedures set forth in the manual, the provision of the manual shall prevail.

- IX. COMMUNICATIONS. The PARTIES encourage an open dialogue with each other and the exchange of certain information in areas regarding scheduling needs, public safety concerns, and matters of mutual interest; provided, however, that no special relationship or duty is created or contemplated by this reference. This agreement does not create a relationship that permits sharing private, confidential or non-public data under the Family Educational Rights and Privacy law or the Minnesota Government Data Practices Act. In emergency situations or when there is an ongoing threat to the campus community or a member of the campus community, STATE and CITY will maintain an appropriate flow of information to facilitate a resolution. The STATE'S Authorized Representatives (or designee) will serve as its liaison for the purposes of such communication.
- X. INFORMATION DISSEMINATION: During the first contract (2013-16) between these parties, representatives of both parties in accordance with state and federal law, addressed and determine under what circumstances what specific information can be shared. It is the "CITY" protocol to ask victims if they are students and if the report can be shared with the "STATE". It is the "STATE" protocol to share "State" incident reports with the "CITY" through a daily email summary
- XI. PARTICIPATION IN ORIENTATION AND TRAINING: Any police-officers assigned by the CITY to provide services to the STATE pursuant to this agreement, as well as the supervising officer(s) and other CITY employees as desired, will participate in orientation programming as deemed appropriate through communication between CITY personnel and STATE administration (e.g. Student Life and Development and Public Safety management personnel). CITY employees will have working knowledge of the functions/responsibilities of STATE and joint STATE/CITY organizations/groups, including but not limited to, the Neighborhood University Community Council (NUCC), Diversity Advisory Council (DivAC), Behavior Intervention Team (BIT), and the STATE's Safety Committee and participate with same as deemed appropriate by STATE and CITY administration. Given the STATE administration's continued and increasing support to the Community Anti-Racism Education Initiative (CARE) activities, police officers involved in this Agreement and their supervisors will participate in CARE training that has been established for all STATE employees; and the police personnel may become involved in related meetings and conferences.
- XII. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is the University's and College's Vice President for Finance and Administration (or his/her designee). The STATE'S Authorized Representative shall have final authority for acceptance of the CITY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- XIII. CITY'S AUTHORIZED REPRESENTATIVE. The CITY'S Authorized Representative for the purposes of administration of this contract is Matthew A. Staehling, City Administrator.
- XIV. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

- XV. **LIABILITY.** The CITY shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, its representatives and employees arising from the performance of this contract by the CITY or CITY'S agents or employees but only to the extent caused in whole or in part by the negligent or intentional acts, errors or omissions of the CITY or CITY'S agents and employees. This clause shall not be construed to bar any legal remedies the CITY may have for the STATE'S failure to fulfill its obligations pursuant to this contract
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CITY relevant to this contract shall be subject to examination by the STATE's contracting department, MinnState Internal Auditor and the Legislative Auditor.
- XVII. **PUBLICITY.** Any publicity concerning the services provided pursuant to this agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CITY or its employees individually or jointly with others, shall identify the STATE as the sponsoring agency and shall not be released prior to receiving the approval of the STATE'S authorized representatives.
- XVIII. **GOVERNMENT DATA PRACTICES ACT.** The STATE and the CITY are subject to and must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CITY or the STATE. In the event either party receives a request to release the data referred to in this Article, other than Comprehensive Law Enforcement Data as defined in Minnesota Statutes Section 13.82, the party receiving the request must immediately notify the other party. The parties will consult concerning the release of the data before the data is released. Each party shall comply with the Minnesota Data Practices Act as it applies to all data created, gathered, generated or acquired in accordance with this contract
- XIX. Minnesota. Stat. § 135A.15, 2015 Provisions (SEXUAL VIOLENCE)
- a. **Rape and other forms of Sexual Violence.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a University or College student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring CITY to share information with the STATE if CITY reasonably believes that doing so would jeopardize its criminal investigation.
- i. The STATE and CITY will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the University's and College's obligations under federal law.

- ii. If necessary to prevent interference with its criminal investigation, CITY will notify the STATE of a report of sexual violence involving a STATE student-victim. CITY will provide STATE with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the STATE may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon CITY request, STATE will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by CITY, the STATE will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, CITY will notify STATE when it has completed its initial investigation and notification to the parties by STATE will not interfere with the criminal investigation
 - iii. When STATE receives a report of sexual violence, it will inform the victim of its coordination with CITY and inform the victim that, with the victim's written consent, the STATE will provide the victim's name and basic information about the incident to CITY to assist in coordination of the administrative and criminal investigations, with no obligation on the victim to pursue the criminal matter. The STATE will make the victim aware of the victim's right to make a criminal report, if the victim desires. Upon request, the STATE will coordinate and assist the victim in contacting the CITY.
 - iv. The STATE will provide the CITY with an information sheet regarding the STATE administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PD agrees that its investigators will strive to provide the information sheet to student-victims interviewed in cases involving sexual violence.
 - v. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.
- b. **Domestic Violence and Stalking.** The STATE agrees to provide CITY information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking for inclusion on CITY victim resource card. CITY agrees to include such information on its future victim resource cards.
- c. **Collection of Crime Statistics.** The STATE is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the STATE must request crime statistics from CITY annually. CITY agrees to cooperate with the STATE and undertake reasonable efforts to respond to the STATE request for crime statistics.

- d. **Emergency Notification and Crime Alerts.**
 - i. The parties acknowledge that the University and College are required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The STATE is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.
 - ii. If CITY is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the STATE students, faculty or staff, CITY may notify the University and College so that the University and College can determine whether an emergency notification or timely warning should be issued by the STATE.
- e. **Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.
 - i. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.
 - ii. The STATE agrees to provide training to CITY personnel regarding the STATE obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the STATE community. This training may include information about STATE policies and procedures, the differences between the STATE administrative process and the criminal process, university resources, and other information that would be of value to CITY.
 - iii. CITY agrees to provide training to STATE employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to parties involved in matters of sexual violence.
 - iv. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.
- f. **Quarterly Meetings.** The parties agree to meet quarterly at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:
 - i. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;
 - ii. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and
 - iii. Discuss any other matters of importance to the parties.

XX. Other Provisions.

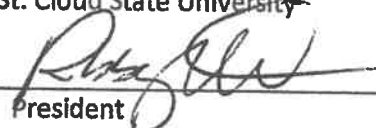
- a. Equipment and Space. Recognizing that at all times CITY employees will provide services pursuant to this Agreement STATE shall provide access to the STATE's Public Safety Center, 526 4th Street South, St. Cloud, MN and 1540 Northway Drive, St. Cloud, MN for said St. Cloud Police Officers for convenience and coordination purposes.**
- b. The CITY may install equipment for CITY use as agreed by STATE. The CITY will remain responsible for any information technology support needed for this service. In addition, the CITY will provide all relevant vehicle and personal officer equipment to conduct and perform all law enforcement functions and services. This equipment shall include radio communication (800 MHz) equipment capable of cross and direct communication with on-duty University Public Safety personnel (e.g. officers and administrators).**
- c. Parking STATE will supply one (1) parking space at the University campus and (1) parking space at the College campus at no cost to CITY specifically designated for parking of a CITY Police Department vehicle, with same located immediately adjacent to current parking spaces specifically designated for University Public Safety vehicles. Properly identified police vehicles may park anywhere on campus within legal zones and restrictions. Additional parking for CITY Police personnel will be managed consistent with STATE parking and transportation regulations through the STATE's Public Safety Department.**

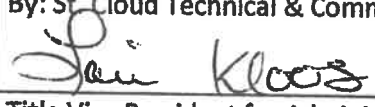
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:


1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

ST. CLOUD STATE UNIVERSITY/ST. CLOUD TECHNICAL & COMMUNITY COLLEGE

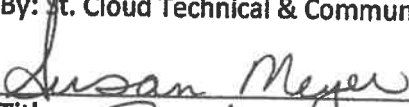
By : St. Cloud State University

Title President
Date 8/5/19

By: St. Cloud Technical & Community College

Title Vice President for Administration
Date 8-6-19

2. VERIFIED AS TO ENCUMBRANCE


By: St. Cloud State University

Title DIRECTOR OF PURCHASING
Date 8-15-2019

EDWARD J. MEARS

By: St. Cloud Technical & Community College

Title Purchasing Agent
Date 8-7-19


3. CITY (Governmental Entity):

CITY certifies that the appropriate person(s) have executed the contract on behalf of the CITY as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature) 
Title City Administrator <i>Mayor</i>
Date

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized college/university/office of the chancellor initiating agreement) 
Title DIRECTOR OF PURCHASING
Date 8-15-2019

EDWARD J. MEARS