

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into by and between Carleton College (the “College”) and the City of Northfield (the “City”) effective on the date provided herein below. The City and the College may, from time to time herein, be collectively referred to as “the Parties.”

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

WHEREAS, the City has a department, the Northfield Police Department (the “NPD”), which is the principal law enforcement agency in the City, and which exercises such authority and jurisdiction granted by the laws of the State of Minnesota and City Code of Ordinances; and

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 requires postsecondary institutions and local law enforcement agencies to coordinate their responses to certain crimes, including sexual assault; and

WHEREAS, the College has an administrator that serves as the Title IX Coordinator and is primarily responsible for coordinating responses to complaints of sexual misconduct, which includes sexual assault, domestic violence, dating violence and stalking; and

WHEREAS, the College actively participates in the Rice County Sexual Assault Multidisciplinary Action Response Team (SMART Team) along with local and county law enforcement agencies to establish sexual assault response protocols to facilitate effective cooperation and collaboration between the institution and local law enforcement; and

WHEREAS, the City and the College agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the Parties’ continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree on the importance of assisting crime victims and ensuring appropriate prosecution of responsible persons when a crime affecting a College student or employee occurs in the City; and

WHEREAS, in recognition of the College’s legal obligations and acknowledgment that the City may, but is not legally required to, provide information to the College, the purpose of this MOU is to acknowledge shared interests between the City and the College and to promote and maintain a continued, harmonious working relationship and cooperative effort between the Parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the Parties; and

WHEREAS, the Parties desire to further clarify how the Parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, the Parties have reached the following understandings:

1. **Sexual Assault 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 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 NPD to share information with the College if NPD reasonably believes that doing so would jeopardize its criminal investigation or for other reasons as provided by law or Court order.
 - a. The College and NPD 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 College's obligations under its policies, state and federal law.
 - b. If necessary to prevent interference with its criminal investigation, NPD will provide the College a report of sexual violence involving a College student-victim to the extent permitted by law. NPD will provide the College with the victim's name and basic information about the incident upon the written informed consent of the victim(s) on an informed consent form provided by the NPD and completed and signed by the victim with proper authentication of veracity of the victim's signature. In some cases, the College may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon NPD's request, the College will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon request by NPD, the College will limit information regarding the incident to only those administrative units with a need to know and whose job assignments reasonably require access to such information to protect the campus community. In such cases, NPD will notify the College when its investigation has reached a point where broader distribution of information within the College will not interfere with its criminal investigation.
 - c. When the College receives a report of sexual violence, it will inform the victim of its coordination with NPD and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the College will coordinate and assist the victim in contacting NPD.
 - d. The College will provide NPD with documentation regarding the College's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence and will otherwise cooperate fully with any NPD investigation to the extent permitted by law. To the extent permitted by law, NPD agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence.
 - e. The Parties will provide one another with information and records to the extent

allowed or required by law and in accordance with applicable policy.

2. **Domestic Violence and Stalking.** The College agrees to provide NPD with information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking. To the extent permitted by law, NPD agrees that its investigators will strive to provide this information to student-victims as appropriate.
3. **Collection and Sharing of Information.** The College collects and publishes statistics for reports of certain crimes, including crimes that occur on and around campus. As part of the College's reporting process, the College requests crime statistics from NPD annually. To the extent permitted by law, NPD agrees to cooperate with the College and undertake reasonable efforts to respond to the College's request for statistics on certain crimes alleged to have occurred within the College's reporting geography.
4. **Emergency Notification and Crime Alerts.**
 - a. The College has an emergency notification process to alert the campus community about significant emergencies or dangerous situations occurring on campus that pose an immediate threat to the health or safety of students or employees. The College also issues timely warnings to alert the campus community about crimes that pose a serious or continuing threat to students and employees. The College will strive to keep NPD apprised of each such notification or crime alert.
 - b. If NPD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College's students or employees, to the extent permitted by law and in NPD's sole judgment and discretion based on the circumstances and criminal investigation process, NPD may notify the College so that the College can determine whether an emergency notification or timely warning should be issued by the College.
5. **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.
 - a. 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.
 - b. The College agrees to provide training, when requested, to NPD personnel regarding the College's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the College community. This training may include information about College policies and procedures, the differences between the College's procedures and the criminal process, College resources, and other information that would be of value to NPD.

- c. NPD agrees to provide training, when requested, to College employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to persons involved in matters of sexual violence on agreed-upon topics such as preservation of evidence.
 - d. 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.
- 6. **Periodic Meetings.** The Parties agree to meet periodically to discuss matters relating to this MOU, including:
 - a. Critically evaluate and discuss the effectiveness of the cooperation of the Parties pursuant to this MOU and identify areas for improvement;
 - b. Review and confirm the accuracy of the information contained in materials relating to matters addressed in this MOU; and
 - c. Discuss any other matters of importance to the Parties.
- 7. **Term.** This MOU is effective on January 1, 2017 or upon the date the final required signature is obtained hereon, whichever occurs later, and shall remain in effect until December 31, 2020. The Parties shall strive to review and update the MOU at least every two years to ensure effectiveness and compatibility with any changes in laws, policies, or circumstances.
- 8. **Termination.** Either Party to this MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either Party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety reasons or to comply with applicable law.
- 9. **Modification.** This MOU may be modified only in a writing signed by both Parties. The Parties acknowledge that from time to time unique circumstances of individual cases may give rise to issues not contemplated or addressed by this MOU, which may necessitate appropriate action, further discussion, modification of this MOU, or entering into additional agreements or understandings, to the extent permitted by law.
- 10. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the Parties.
- 11. **Assignment.** Neither Party may assign nor transfer any rights or obligations under this

MOU without the prior written consent of the other Party.

12. **Liability.** Each Party is responsible for its own acts, omissions and behavior and the results thereof. City's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 466.04, and other applicable law.
13. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to claim any right or benefit from this MOU.
14. **Government Data Practices Act.** Notwithstanding this MOU, the Parties shall comply, in all respects applicable to that Party, with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to this MOU.
15. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Minnesota.
16. **Recitals.** The recitals hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned hereto have executed this Memorandum of Understanding effective on the date of the last signatory hereto.

COLLEGE CARLETON:

By: _____
(Signature)

Title: _____
Print Name: _____

Date: _____

By: _____
(Signature)

Title: _____
Print Name: _____

Date: _____

CITY OF NORTHFIELD:

By: _____
Dana Graham, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____

By: _____
Monte Nelson, Its Police Chief

Date: _____