**MEMORANDUM OF UNDERSTANDING**
**between the CITY/BOROUGH OF JUNEAU POLICE DEPARTMENT**
**and the UNIVERSITY OF ALASKA SOUTHEAST**

This Memorandum of Understanding ("MOU") is between the City and Borough of Juneau, through the Juneau Police Department, ("JPD" or "CBJ") and the University of Alaska Southeast Main Campus, Juneau, Alaska. The purpose of the MOU is to clarify the roles and responsibilities of the parties associated with the parties' collaborative effort to bring a police substation to the university campus.

Nothing in this agreement shall be construed as creating or conferring any right or benefit as to either party.

## I. Responsibilities of the University of Alaska Southeast.

a. UAS agrees to provide and maintain, at its expense, a facility with 24 hour access (as defined in section I.b. of this MOU) deemed suitable by the CBJ for a police substation, to be located on the UAS campus. UAS agrees to bear the sole responsibility for the cost of operating and maintaining such a facility for so long as this agreement is in effect.
b. The facility will be room 200U7 in the UAS Egan Classroom Wing at 11120 Glacier Highway. This room is located on the main floor near Spike's Café. Room 200U7 will be equipped with an interview area, data ports and telephone lines.
c. UAS will furnish desks, tables, chairs, and one computer.
d. UAS will provide a dedicated data circuit to connect the substation to the JPD network for computer and telephone access.
e. UAS shall not capture/record any network traffic coming from or going to the JPD office unless JPD IT is notified in advance and all data is destroyed immediately afterwards.
f. UAS will provide the maintenance support necessary to affix the JPD logo (provided by JPD) on the door of the substation facility in order to clearly identify the office as such.
g. UAS will provide the custodial support necessary to clean the workspace in a manner consistent with the other office spaces in the building.
h. Designated parking close to the Egan Wing will be reserved for JPD/substation use.
i. UAS has no expectation of rental income or other compensation for JPD's continued use of these spaces.
j. UAS will continue to contact 911 or JPD directly in situations requiring police presence.
k. The primary contact for the implementation, modification or amendment of this MOU shall be the UAS Vice Chancellor for Administration.

## II. Responsibilities of the Juneau Police Department

a. JPD officers, using the police substation as resources allow and at JPD's discretion, will strive to provide a visible police presence on the UAS campus area.
b. As resources permit, JPD agrees to perform drive-throughs of the UAS campus facilities.
c. In order to assist UAS with its responsibilities for reporting crimes pursuant to the Clery Act, JPD agrees to provide Uniform Crime Reporting statistics at least annually, upon request by UAS.
d. It is JPD's intention to use the substation for administrative purposes. In the event a suspect is arrested on campus, JPD may use the facility to conduct interviews or to

prepare charging documents or issue a summons to appear in court. JPD will endeavor to remove unruly suspects from the university as soon as possible.

e. JPD officers will continue to carry all necessary and typical firearms on their person, however, no weapons will be stored in the substation.
f. JPD shall provide all other furnishings for the substation not specified in this MOU.
g. JPD will be responsible for setting up and supporting the computer supplied by UAS.
h. JPD will be responsible for setting up a telephone on the JPD system.
i. The primary contact from the CBJ for the implementation, modification, or amendment of this MOU shall be the Chief of Police or an appointed designee for the Juneau Police Department.

## III. Modification and Amendment

This MOU may be modified or amended only in writing by mutual agreement.

## IV. Indemnification

Except as otherwise expressly prohibited or limited by law, both parties shall indemnify and hold each other harmless from any and all liabilities, losses, damages, costs and expenses of any kind which may be incurred by either party through the course of this agreement.

## V. Term and review

a. This MOU is executed as of the date of the last signature. It expires two years after the effective date. Three months prior to expiration, the parties will meet to review the progress and success of their cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period, and if so shall confirm this in a signed writing.

b. Either party may unilaterally rescind its participation in the MOU upon written notice to the other party.

**CITY/BOROUGH OF JUNEAU**

Kimberly A. Kiefer — Date: 10/15/14
City Manager

**UNIVERSITY OF ALASKA SOUTHEAST**

John Pugh — Date: 10/23/14
Chancellor

Content Approved by: _____ 10/13/14, Juneau Police Dept.

Form Approved by: _____ 10/10/14, Law Department

Risk Management Review: _____ 10/14/14, Risk Management