

MEMORANDUM OF UNDERSTANDING FOR THE COORDINATION OF LAW ENFORCEMENT RESPONSIBILITIES

This Memorandum of Understanding for the Coordination of Law Enforcement Responsibilities ("Memorandum of Understanding" or "Agreement") made this 12th day of FEBRUARY, 2008, by and between Baltimore County, Maryland a body corporate and politic for its Baltimore County Police Department, (hereinafter referred to as the "BCPD") and the Towson University Police Department (hereinafter referred to as the "TUPD").

WHEREAS, it is in the interest of the citizens of Baltimore county and the campus community of Towson University that the BCPD and the TUPD cooperate to the fullest extent possible within their statutory obligations and responsibilities to provide law enforcement services to the citizens of Baltimore County and the campus community of Towson University;

WHEREAS, the BCPD and the TUPD realize and agree that it would be in the best interest of the citizens of Baltimore County and the campus community of Towson University and in furtherance of their respective goals of providing efficient and professional law enforcement services to the citizens of Baltimore County, and the campus community heretofore intend, for the BCPD and TUPD to coordinate and cooperate in their respective law enforcement activities;

WHEREAS, it is the mutual desire of the BCPD and TUPD to enhance, foster and continue the already excellent working relationship existing between the departments; and

WHEREAS, it is recognized that such coordinated activity will have the effect of delivering to the citizens of Baltimore County and the campus community of Towson University the most efficient and effective law enforcement services possible.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

I. Scope of Agreement

It is recognized that Towson University (hereinafter referred to as "TU"), is located wholly within Baltimore County, Maryland.

As such, the BCPD maintains concurrent jurisdiction to exercise law enforcement authority on said campus with the TUPD. Further, it is recognized that the police department of TU is a fully certified law enforcement agency, pursuant to the Education Article, Subtitle 6, Section 13-601, Annotated code of Maryland (1997) as amended.

Finally, it is recognized that the law enforcement authority granted under the Annotated Code of Maryland to the police officers of TUPD is restricted to any properties owned, leased, operated by, or under the control of the University System of Maryland. The Police Officers of TUPD may not exercise these powers on any other properties unless it is done:

In accordance with Md. Code, Criminal Procedure, §2-102 or,

Pursuant to 13-601, *id.*, and for the following stated reasons:

Engaged in fresh pursuit of a suspected offender;

Requested or authorized to do so by the Chief Executive Officer or Chief of Police of Baltimore County;

Necessary in order to facilitate the orderly flow of traffic to and from any properties owned, leased, operated by, or under the control of the University; or

Ordered to do so by the governor.

II. Criminal Enforcement

The TUPD shall have the primary responsibility for all requests for police services and investigation of all criminal offenses occurring on its properties, ***to include any privatized housing or University business interests (Collectively; "University Properties")***, except for those criminal offenses and attempts to commit criminal offenses which involve:

Homicides;

Unattended deaths (including but not limited to suicides and deaths of individuals under the age of 18);

First and second degree rape(s) and sexual offenses in the first or second degree; and,

Physical or sexual abuse of children.

When TU receives notification of any of the excepted crimes listed above, TU will immediately notify the BCPD of same, so as to facilitate BCPD's assumption of primary responsibility for investigation. TUPD ***will also*** assign an investigator to BCPD to ***conduct joint investigation(s)*** of the aforementioned crimes. TUPD will facilitate internal University incident management and internal judicial affairs protocols.

In all other areas of criminal enforcement activities, should a determination be made by the TU's Chief of Police, or his authorized designee, that the BCPD should investigate the incident, TUPD shall notify the BCPD within a reasonable period of time, but not more than one (1) hour, after the incident has been reported, ***except in unusual circumstances***. Subsequent to notification, the BCPD will assume responsibility for the initial investigation, crime scene processing, and all investigative follow-ups. However, that is not intended to exclude assistance and/or a cooperative effort between TUPD and BCPD in these cases. ***Any offenses reportable under the Uniform Federal Crime Reporting Act (UCR), which occur on Towson University property or any privatized housing/ businesses, will be reported to UCR by the TUPD.***

If the incident is investigated by the TUPD, subject to prior commitments by the BCPD, the resources of BCPD will be available to assist with the successful resolution of the crime. Requests for these resources will follow existing guidelines in effect for BCPD officers. For

those crimes requiring crime laboratory processing, *except where mutually agreed*, the services of the Maryland State Police will be utilized.

III. Calls for Service

All calls for service received at the Baltimore County 911 Center, requesting police service on the property of TU will be referred to the TUPD. *This shall include but is not limited to privatized housing/businesses.*

IV. Emergency Response

The TUPD has primary responsibility for response to emergencies on University Properties. However, a BCPD unit will be dispatched until canceled by TUPD, if the initial call is received by Baltimore County and is of an emergency nature.

Additionally, the resources of the BCPD, subject to prior commitment as determined by BCPD, are available to supplement TUPD during all emergencies. Requests for assistance will be initiated by a TUPD patrol supervisor or higher-ranking police official. When these resources include bomb technicians, Hostage Negotiation Team, and/or Special Weapons and Tactics Team (SWAT), the BCPD on-scene commander will assume control of the incident. This is done to avoid conflict of policies, procedures, etc. In these instances, the incident will be handled in accordance with National Incident Management and Incident Command System Principles including a unified command post arrangement. It is understood that no Towson University Administrators or Police commanders will have authority over Baltimore County Police Department personnel in these situations.

V. General Traffic Enforcement

TUPD is primarily responsible for traffic enforcement and control and the investigation of traffic accidents, *excluding* fatalities, on TU property.

The BCPD will investigate all accidents involving vehicles owned by Baltimore County, Maryland, regardless of where they occur in Baltimore County.

The BCPD will provide traffic investigation units to assist with reconstruction of accidents, if available. *The BCPD agrees to concurrent jurisdiction on those roadways immediately adjacent to the University's property for the purposes of on-view traffic enforcement and safe vehicular traffic control and during those periods of special circumstances/events. These roadways are identified as:*

*York Rd. bounded by Stevenson Ave. (South) and Burke Avenue. (North)
Towsontown Blvd. bounded by Burke Ave. (East) and Charles St. (West)
Burke Ave. bounded by York Rd. (East) to Towsontown Blvd. (West)*

*Osler Dr.
Cross Campus Dr.*

The TUPD further agrees that they will not engage in any pre-planned traffic enforcement initiatives on any Baltimore County roadway other than those portions of the following roadways that are contiguous to and associated with the campus environment:

*Towsontown Blvd. bounded by Burke Ave. (East) and Charles St. (West)
Burke Ave. bounded by York Rd. (East) to Towsontown Blvd. (West)
Osler Dr.
Cross Campus Dr.*

Moving traffic violations witnessed by BCPD officers on roadways on TU property will be handled in accordance with existing BCPD policies. Parking enforcement will be the sole responsibility of TUPD on TU roadways. *BCPD agrees that TUPD may enforce parking on those roadways indicated as concurrent jurisdiction and only to the extent of immediate public safety interests.*

VI. Warrant Service/Investigation

BCPD will notify TUPD prior to the service of a warrant by BCPD on TU property. This notification shall be timely, except in unusual circumstances. TUPD will *jointly respond and assist*. This will apply to both arrest and search warrants.

Prior to the service of either a search or arrest warrant, by TUPD outside their jurisdictional limits and occurring in Baltimore County, the BCPD will be notified. This notification shall be timely, except in unusual circumstances.

TUPD will be notified as soon as possible prior to the investigation of one of the enumerated crimes listed in Section II above, on the University Properties by the BCPD.

Except for undercover investigations, TUPD will be notified prior to any investigative action by the BCPD on TU property.

Undercover investigations conducted by the BCPD on TU property, which are not conducted pursuant to a Court Order, will be coordinated with the Chief of Police of TUPD. Undercover investigations conducted by the BCPD on TU property which are conducted pursuant to a Court Order, will be coordinated/disclosed upon authorization by the respective Court having jurisdiction over the investigation. In either case, TUPD will be notified prior to any enforcement action being initiated by the BCPD on University Properties, which resulted from said undercover investigation.

VII. Response to Planned Event

As found in the Memorandum of Understanding between the Maryland State Police and the BCPD, the Maryland State Police shall have primary responsibility to provide assistance to TUPD for all planned events.

It is understood, however, that due to extraordinary circumstances, the BCPD may also provide assistance at such events, if necessary.

In those instances where special events are planned at TU which might lead to TUPD needing assistance from the BCPD (e.g., Homecoming, football games, etc.), TUPD will give sufficient notice to the commanding officer of the BCPD Sixth Precinct/Towson, so that an evaluation of BCPD staffing levels can be made. This notification should be made as soon as possible *but* not less than *forty-eight (48)* hours in advance.

VIII. General Request for Assistance

TUPD may make specific request for assistance beyond the scope of this Agreement where it is deemed in the best interest of the citizens of Baltimore County, the students of TU and the respective agencies. Requests for such assistance will be made to the Commanding Officer of BCPD's Sixth Precinct/Towson and will be evaluated on an individual basis.

XI. Media Relations

Incidents that are the responsibility of TUPD will be reported to the media by the TUPD *University Relations* Officer, or his/her designee.

Incidents under the direction and control of the BCPD will be reported to the media by BCPD's Media Relations Director, or his/her designee.

XII. Routine Patrol – TU Campus

Units of the BCPD will not routinely patrol the campus of TU unless requested to do so by the *TU's Chief of Police, or his authorized designee*. Nor will TUPD routinely patrol off campus except *upon written request by the BCPD Commander of the Sixth Precinct/Towson extending patrols to include related residence domiciles adjacent to* the periphery of TU property. Should a BCPD unit be using a roadway on TU property and witness a criminal act, the BCPD officer will initiate the appropriate police response. The TUPD will be notified of the incident immediately and dispatch a unit to render the appropriate assistance. *In like manner, should a TUPD unit be using a roadway identified as concurrent jurisdiction, listed in Section V above, and witness a criminal act, the TUPD will initiate the appropriate police response to stabilize the situation and make immediate notification to the BCPD for disposition.*

XIII. Illegal Drug and Alcohol Abuse

Consistent with the provisions of Sections II and VI, TUPD shall have the primary *enforcement* responsibility for the disposition of incidents, occurring on University Properties *to include on-view incidents within concurrent jurisdiction* involving alcohol-related abuse issues; and the use of alcohol by underage individuals. *Those incidents involving the use, abuse, manufacture, possession and/or distribution of illegal drugs on concurrent roadways and property, the TUPD will take appropriate enforcement action and immediately notify the BCPD's Six Precinct/Towson to facilitate joint enforcement efforts.*

Arrests

The processing and housing, including but not limited to hospital details and emergency evaluation of all persons arrested by either department rests with the arresting agency.

Those prisoners arrested by TUPD, held past their bail hearing, will immediately be transferred to the Baltimore County Detention Center by the arresting agency.

XIV. Exchange of Crime Statistics

TUPD and BCPD agree to the exchange of all crime statistical information currently compiled by them. Nothing herein shall require the respective *agencies* to alter the format of such statistics.

XV. Clery Requirements

The BCPD agrees to provide crime statistics annually to the TUPD that are required by *The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, otherwise known as the Clery Act*. During any criminal investigation the TUPD will be responsible for any crime alerts issued to the campus community as it relates to the *Clery Act* and the BCPD agrees to provide the necessary information for said alerts.

XVI. Joint Cooperative Activities

Nothing in this Agreement will prevent the BCPD and the TUPD from participating in joint cooperative initiatives, such as foot patrols in the Towson business district and off-campus housing visits. It is recognized that at times students attending Towson University will rent housing located in Baltimore County, Towson Precinct area. When necessary to establish a good neighbor effort within said community the resources of Towson University, specifically TUPD Community Crime Reduction Unit officers may visit these residences for

the purpose of providing information relative to maintaining good order within the community. If in the event that the TUPD officer witnesses a criminal act, the TUPD will initiate the appropriate police response to stabilize the situation and make immediate notification to the BCPD for disposition.

XVII. Indemnification

Each party waives all claims against the other party for compensation of any loss, damage, personal injury, or death occurring as a consequence of performance of this Agreement. Any indemnification given by the BCPD is subject to and limited by the notice requirements and damages caps set forth in the Local Government Tort Claims Act (LGTCA), Maryland Code Annotated, Courts and Judicial Proceedings Article § 5-301 et seq. (1998 Replacement Volume) as amended from time to time and the Self Insurance Fund, Baltimore County Code §10-5-101, et seq., as amended. This indemnification is not intended to create any rights in third parties.

XVIII. Statutory Duties

Both parties agree to comply with all local, state, and federal laws and regulations during the performance of the Agreement, as may be applicable. Both parties agree to secure and maintain any and all Federal, state and local permits, licenses and/or warrants as may be required during the execution of this Agreement.

XIX. Counterpart Execution.

A facsimile transmittal of a signed acceptance, addendum, amendment or notice relating to this Agreement received by facsimile transmission shall be deemed the equivalent of the original. This Agreement may be executed in counterparts, each of which considered together shall constitute the original Agreement

XX. Cooperation

Consistent with the respective statutory responsibilities of the parties hereto, it is agreed that the BCPD and the TUPD will continue to work within the already existing framework of mutual respect, cooperation *and partnership* to deliver efficient, coordinated police services to the citizens of Baltimore County and the campus of Towson University. *To these ends, the TUPD and the BCPD mutually agree to annually reconsider this document as an ongoing partnership of shared concerns and professional efficiency.*

XXI. Duration of Agreement

This Agreement shall remain in effect until such time as either Party provides to the other Party thirty (30) days written notice of its intention to terminate the Agreement.

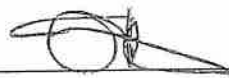
XXII. Severability

Should any clause in this Agreement be construed or deemed invalid or unenforceable, for any reason whatsoever, the remaining provisions shall continue and remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto caused this MEMORANDUM OF UNDERSTANDING FOR THE COORDINATION OF LAW ENFORCEMENT RESPONSIBILITIES to be executed by the proper officers and officials:


Chief James W. Johnson
Baltimore County Police Department

Date: Feb, 1, 08

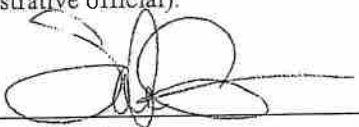

Fred J. Homan, Administrative Officer
Baltimore County, Maryland a body
corporate and politic

Date: 2/7/08


Bernard J. Gerst
Chief of Police
Towson University Police Department

Date: 2/12/08

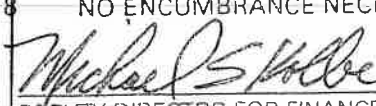
* APPROVED AS TO FORM AND LEGAL
SUFFICIENCY (Subject to execution by the duly
Authorized administrative official).


S.E.C. 1/29/08
Assistant County Attorney 10373-1
Baltimore County Office of Law

Date: _____

*Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of the Substantive Nature of this Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

***This Memorandum of Understanding between the Towson University Police Department and the Baltimore County Police Department becomes effective on the date of the last signature.**

8
OFFICE OF BUDGET & FINANCE
NO ENCUMBRANCE NECESSARY.
 2/5/08
For DEPUTY DIRECTOR FOR FINANCE DATE *Bt*

MEMORANDUM OF UNDERSTANDING
REGARDING SEXUAL ASSAULT
BETWEEN
BALTIMORE COUNTY POLICE DEPARTMENT AND
INSTITUTION OF HIGHER EDUCATION

This Memorandum of Understanding (MOU) is entered into this 21st day of August, 2019, by and between Baltimore County, Maryland, a body corporate and politic (the "County") for its Baltimore County Police Department ("BCoPD") and the Institution of Higher Education (IHE) identified in the signature page below. The IHE is a public or private institution of higher education located within the jurisdiction of the BCoPD or participating in joint student or other services within BCoPD jurisdiction. BCoPD and IHE are collectively referred to herein as "the Parties" and each as a "Party." On or about the date of this MOU, the BCoPD intends to enter into similar agreements with the IHE's listed on the attached Exhibit A.

A. PURPOSE

The purpose of this MOU is to enhance safety for IHE students, employees, and visitors, and better serve the residents and students in the Baltimore County and IHE communities, ensure that criminal and institutional administrative investigations are comprehensive, aid in disciplinary proceedings, facilitate the prosecution of offenders, respect the legal rights of those filing complaints of sexual assault¹, those accused of sexual assault, uphold the commitment to treat those filing complaints of sexual assault and those accused of sexual assault with respect, dignity, and sensitivity, and provide appropriate support to victims² of sexual assault. This MOU sets forth the respective roles and responsibilities of the Parties related to the prevention of and responses to sexual assault that occur in connection with the IHE.

State and federal laws, including Title IX of the Education Amendments of 1972 as amended ("Title IX") and Title VII of the Civil Rights Act of 1964 as amended, require IHE's to take steps to eliminate, prevent recurrence and remedy the effects of sex discrimination. In accordance with federal and state law and guidance, including but not limited to the Violence Against Women Reauthorization Act of 2013 (which amends the Clery Act), and Md. Code Annotated, Education Article, Section 11-601, IHEs have developed policies and procedures to administratively prohibit, eliminate, prevent recurrence, and remedy the effects of sexual misconduct.

¹ Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of providing consent. Sexual violence includes rape, sexual assault, sexual battery and sexual abuse. Throughout this document, the term "sexual assault" is used to refer to and address all types of IHE related sexual violence.

² Throughout this MOU the terms "victim" and "complainant" are used interchangeably to refer to persons who report having experienced sexual assault, sexual misconduct, and other forms of sexual violence. Both terms are used in federal and state laws as well as in college and university policies. It must be acknowledged that there is some debate about the use of these terms, and that different individuals and organizations encourage the use of one over the other in different contexts and for a variety of reasons. Maryland Higher Education Commission ("MHEC") encourages respect for the expressed preferences of individuals for one term or another.

BCoPD is tasked with enforcing the laws and ordinances of Maryland and Baltimore County, protecting life and property, preventing and detecting crime, preserving the peace, and protecting citizen rights, within its specified primary and concurrent jurisdictional limits provided by law and/or any mutual aid agreement between the BCoPD and IHE.

The Parties, all operating within Baltimore County, recognize that some BCoPD and IHE respective duties and operations set forth above may run concurrently, especially in connection with addressing sexual assault (especially where the definitions of sexual assault under criminal law and in IHE policies overlap). Sexual assault is a form of sex discrimination prohibited by federal and state discrimination laws and IHE policies, and in some forms may also violate criminal laws.

It is important to clarify the working relationship between BCoPD and IHE, and for the BCoPD and IHE to ensure an effective, prompt and, where possible, coordinated response to incidents of alleged sexual assault. BCoPD and IHE will coordinate, as appropriate, BCoPD and IHE responses to alleged sexual assault when incidents of sexual assault are reported to IHE and BCoPD in order to balance the need to maintain integrity of criminal investigations with the IHE's obligations to comply with local, state, and federal law.

The Parties acknowledge and agree that BCoPD criminal investigations and IHE administrative investigations serve different purposes and have different legal, administrative and professional obligations under local, state, and federal law, as well as applicable IHE policies and procedures.

The Parties acknowledge that respect for the privacy and safety of complainants and respondents involved in an alleged sexual assault is of utmost importance, as is the need to ensure the safety and well-being of the IHE and broader community. Both BCoPD and IHE agree to inform individuals involved in an alleged sexual assault matter of their options for reporting, services and support. The IHE will inform complainants of their right to report the sexual assault to law enforcement and will assist complainants who wish to report to do so promptly, in order to facilitate preservation of evidence and an effective response by trained criminal investigators. The IHE will inform victims who choose not to contact law enforcement of their option to obtain a medical Sexual Assault Forensic Examination from a certified SAFE program and will assist complainants who wish to obtain such an examination to do so promptly, in order to receive medical care, receive referrals, and facilitate preservation of evidence.

The Parties acknowledge that the unique circumstances of certain cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement between the Parties.

The BCoPD and IHE enter into this MOU in accordance with Md. Code. Ann., Education Article, Section 11-601, as well as IHE policies and procedures relating to sexual misconduct. This MOU is supplemental to and shall not alter any other existing memorandum of understanding or memorandum of agreement ("Other MOU") between BCoPD and IHE.

B. COMMUNICATION AND COORDINATION

1. IHE will notify BCoPD of reports of alleged sexual assault for potential concurrent criminal investigation if IHE is required to do so by law or the complainant requests IHE assistance in reporting of sexual assault, as appropriate under IHE policies and procedures and/or any Other MOU in place between the IHE and BCoPD. As allowed by law and IHE policy, and as appropriate in IHE discretion, IHE may also notify BCoPD of reports of sexual assault in other circumstances.
2. The Parties agree to keep each other informed about current trends and patterns in sexual assault both on and off campus by sharing non-personally identifiable data, as permitted by law. IHE may request BCoPD data on reported incidents of sexual assault and BCoPD agrees to make reasonable efforts to provide the requested data, to the extent permitted under applicable law and BCoPD policy.
3. To the extent allowed and as required by law and IHE policy, the Parties agree to promptly share information about crimes that may pose a serious or continuing threat to the health or safety of a member or members of campus and near-campus communities, especially to facilitate the issuance of Clery Act-required timely warnings and emergency notifications. IHE and BCoPD agree to identify an individual or unit to serve as a point of contact to facilitate this sharing of information. The Parties acknowledge that IHE does not need the approval of an outside law enforcement agency to issue any warnings/notifications, nor is it required to seek preclearance of the content of any warning/notification.
4. To the extent permitted by law, the Parties agree to respect the privacy of the individuals involved and also understand that there may be certain circumstances when it will be necessary to disclose personally identifying information. The Parties agree to promptly inform the proper individuals when such a disclosure is made, to the extent required under BCoPD or IHE policies and procedures and applicable law.
5. BCoPD will promptly notify an IHE when it receives information that an IHE student or employee is accused of sexual assault that occurred on or off-campus, when in the judgment of the BCoPD, that student or employee may present a risk to the safety of a member or members of the IHE community. BCoPD will notify an IHE when a student or employee is identified as a victim of an incident of sexual assault and consents to such notification.
6. The Parties agree that, at the appropriate time and as allowable by local, state, and federal law as well as IHE and BCoPD policies and procedures, they will attempt to share relevant documentation and other information created and/or maintained during BCoPD or IHE investigations (such as records or interviews) in cases where a complainant and/or respondent involved in the case are students or employees of an IHE. The Parties will also share such information where required by law, court order, or legal process. The purpose of this information-sharing is to ensure the delivery of appropriate services, to facilitate full and fair disciplinary investigations, to prevent acts of retaliation against a complainant, respondent, or witness, and to assess any risks

to health or safety as part of an overall effort to prevent the occurrence of similar crimes.

7. The Parties agree to comply with local, state, and federal law governing the dissemination of criminal history. No member of the IHE is authorized to receive or disseminate criminal history from restricted resources, other than a sworn law enforcement officer employed by the IHE. If such criminal history is inadvertently or improperly disclosed to any member of the IHE, who is not a sworn law enforcement officer, the IHE will immediately notify the BCoPD of the accidental disclosure, and the IHE will take all steps to maintain the confidentiality of the criminal history. The IHE will follow instructions from BCoPD concerning the destruction and/or return of all criminal history information inadvertently or improperly disclosed.

C. RESPONSE TO REPORTED SEXUAL ASSAULT

1. The Parties acknowledge and agree that a criminal investigation conducted by BCoPD is separate from an institutional administrative investigation conducted by an IHE and that these separate investigations involve different professional and legal standards and obligations under local, state and federal law, and applicable BCoPD and IHE policy.
2. As permitted by applicable law and any Other MOU, the Parties agree that BCoPD and an IHE and its investigating unit may request assistance from, and render assistance to, the other to respond to or investigate reports of sexual assault. The extent that any State institution IHE sworn police officer (i.e., a police officer at the Community College of Baltimore County and/or UMBC) acts in a sworn police officer role under this MOU to, upon request, assist BCoPD with a sexual assault matter, or vice versa, this MOU contemplates and allows such assistance per Md. Code Ann., Education Article, Sections 13-601 and 14-106 as well as Md. Code Ann., Criminal Procedure Article, Sections 2-101 and 2-102. Even when assisting the other, IHE and BCoPD retain their respective obligations to respond appropriately to reports of sexual assault.
3. When there is a concurrent criminal investigation and institutional administrative investigation, the Parties agree to make reasonable efforts to identify opportunities for information sharing and collaboration in their respective investigations.
4. The Parties understand that, pursuant to Title IX, an IHE cannot wait until the completion of BCoPD's criminal investigation to begin the IHE's administrative investigation; however, the Parties understand and acknowledge that an IHE may temporarily delay its investigation for a reasonable time upon BCoPD's request so that BCoPD may gather evidence in its criminal investigation. Such temporary deferment of an IHE administrative investigation does not prevent the IHE from taking interim protective measures in the educational, residential, employment or other applicable setting. The Parties agree to communicate about the status of the evidence-gathering stage of the criminal investigation so that an IHE may be better informed when deciding to resume its institutional administrative investigation. As provided in this MOU, the Parties will continue to make reasonable efforts to coordinate response to a

reported incident while meeting their respective obligations under local, federal, and state law, and applicable BCoPD and IHE policies and procedures.

5. The Parties agree that when an alleged sexual assault is reported to an IHE and/or when BCoPD learns of an IHE student or employee report of sexual assault to BCoPD, BCoPD and IHE shall advise the complainant of criminal and administrative reporting options, including the right to file a criminal complaint with law enforcement and/or a Title IX complaint with the IHE. In no circumstances will BCoPD or IHE discourage any criminal or administrative reporting.
6. BCoPD and IHE agree, with the complainant's informed consent, to coordinate referrals to support services for sexual assault and other related complaints, such as dating and domestic violence, stalking, strangulation and/or witness intimidation, that are made available by local and other government agencies, IHEs, and community organizations. The Parties agree to share policies setting forth the respective IHE and BCoPD responsibilities related to complainant support from the time of the report through the resolution of the investigation, including prosecution or disciplinary proceedings, as applicable.
7. The Parties agree to support and participate in the existing interdisciplinary Sexual Assault Response Team's (SART) IHE subcommittee and regularly review and discuss the Parties' responses to allegations of sexual assault and any joint efforts.

D. SEXUAL ASSAULT PREVENTION

1. The Parties will cooperate in the development and implementation of sexual assault prevention programs in furtherance of crime prevention goals.

E. MISCELLANEOUS

1. The Parties agree to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party.
2. No provision of this MOU shall form the basis of a legal cause of action by any Party against any other Party, nor shall any provision of this MOU form the basis of a legal cause of action by any third party. The Parties each acknowledge and agree that this MOU does not create any special relationship in tort between or among the BCoPD, any BCoPD law enforcement officers, the IHE and any person who lives, works, uses or visits the IHE's campus.
3. This MOU is effective as to BCoPD and IHE upon signature by both Parties. This document may be executed in counterparts.

4. The Parties agree to evaluate this MOU on an on-going basis and work in good faith to make any necessary amendments. This MOU may be amended only by mutual agreement among the Parties and must be in writing.
5. The MOU may be terminated upon 30 days' prior written notice by either Party.
6. All notices under this MOU shall be made in writing, delivered by first-class mail, and directed as follows.

If for the BCoPD, to:
Administrative Officer
Baltimore County
400 Washington Avenue
Towson, MD 21204
and
Chief of Police
Baltimore County Police Department
700 E. Joppa Road
Towson, MD 21286

If for the IHE, to:
General Counsel for the Community College of Baltimore County
Kollman & Saucier, P.A.
The Business Law Building
1823 York Road
Timonium, Maryland 21093

General Counsel
Goucher College
1021 Dulaney Valley Road
Baltimore, MD 21204

Director of Public Safety
Loyola University Maryland
4501 North Charles Street
Baltimore, MD 21210

General Counsel
University of Maryland Baltimore County
1000 Hilltop Circle
10th Floor, Administration Building
Baltimore, MD 21250

Vice President of Human Resources and Title IX Coordinator
Stevenson University
1525 Greenspring Valley Road
Stevenson, MD 21153-0641

Towson University
Vice President of Legal Affairs and General Counsel
8000 York Road
Towson, Maryland 21252-0001


The Parties may update the notice addresses by providing notice to the addresses above.

7. Each Party represents that (i) the person signing this Agreement has all right, power and authority to sign this Agreement on behalf of such Party, (ii) it has full power and authority to comply with the terms of this Agreement and to perform its obligations hereunder.
8. It is understood and agreed by the Parties that this MOU constitutes the entire Agreement among the Parties with respect to the subject matter hereof. The BCoPD and IHE enter into this MOU in accordance with Md. Code. Ann., Education Article, Section 11-601, as well as IHE policies and procedures relating to sexual misconduct. This MOU is supplemental to and shall not alter any other existing memorandum of understanding or memorandum of agreement between BCoPD and IHE.
9. This Agreement may only be amended by a writing signed by all parties hereto.
10. This MOU is governed by the laws of the State of Maryland.

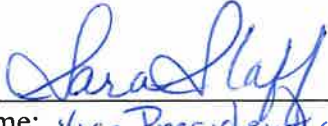
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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

Baltimore County Police Department


BY: 
Melissa R. Hyatt
Chief of Police

Towson University

BY: 
Name: Vice President of Legal Affairs
Title: Sara Staff


FOR THE COUNTY, BALTIMORE COUNTY, MARYLAND

A body corporate & politic

By: 
Name: Stacy L. Rodgers
Title: Administrative Officer
Date: 8/21/19

APPROVED AS TO FORM AND LEGAL SUFFICIENCY*

(Subject to Execution by the Duly Authorized Administrative Official, as Indicated)

 DATE: 8/5/19
Margaret Z. Ferguson, Esq.

Office of the County Attorney

*Approval of Form and Legal Sufficiency Does Not Convey Approval or Disapproval of the Substantive Nature of This Transaction. Approval is Based Upon Departmental Use of Form Typeset Document. All Modifications Require Re-Approval.

OFFICE OF BUDGET & FINANCE
NO FUNDS ENCUMBERED


Date: 8/14/19
UKR

APPENDIX A

Institutions of Higher Education:

Community College of Baltimore County
Goucher College
Loyola University Maryland
Stevenson University
The University of Maryland, Baltimore County
Towson University