



Fitchburg State University Police Department

Subject: AGENCY JURISDICTION
AND MUTUAL AID

Reference: IACLEA: 1.1.2
MPAC: 2.1.1, 2.1.2, 2.1.3, 2.1.4

Effective Date:

August 9, 2019

Review Date:

October 26, 2021

By Order of: Michael Cloutier, Chief of Police

General Order

1.1.2

PURPOSE:

The purpose of this General Order is to define the geographical boundaries of the Fitchburg State University Police Department's legal jurisdiction and patrol service. It is to guide personnel in identifying and distinguishing those areas where officers have legal authority and responsibility, those areas where the department may provide services, and the geographical area that is defined as Clery Geography.

I. LEGAL AUTHORITY

Officers of the Fitchburg State University Police Department derive their powers from Massachusetts General Law Chapter 22C§63, which states; "The colonel may, upon such reasonable terms and conditions as may be prescribed by him, at the request of an officer of a college, university, other educational institution or hospital licensed pursuant to section fifty-one of chapter one hundred and eleven, appoint employees of such college, university, other educational institution or hospital as special state police officers. Such special state police officers shall serve for three years, subject to removal by the colonel, and **they shall have the same power to make arrests as regular police officers for any criminal offense committed in or upon lands or structures owned, used or occupied by such college, university, or other institution or hospital.**"

This statute grants officers of the Fitchburg State University Police Department the legal authority granted to all police officers on University property as highlighted on the attached maps.

When special vigilance of an officer is required to keep the peace or protect those traveling to or from the university may exercise their law enforcement powers on roadways adjacent to the campus. *Young v. Boston University, 64 Mass. App. Ct. 586 (2005)* and *Commonwealth v. Smeaton 465 Mass. 752 (2013)*

Massachusetts General Law Ch. 73§18, empowers officers to enforce rules and regulations of the university, including motor vehicle enforcement. Motor vehicle enforcement under this chapter and section pertains to those rules and regulations specific to the university. Additionally, M.G.L. 90C§2A provides enforcement authority to issue Massachusetts Uniform Citations.

II. PATROL BOUNDARIES

Due to the unique layout of the university, officers' patrol boundaries are broader than their jurisdiction. Where Jurisdiction is the geographical location where an officer may make an arrest or investigate crimes, patrol boundaries refer to the geographical area one may "patrol" while traversing one campus location to another. Patrol boundaries are limited to the practical needs of maintaining a visible presence on campus and reducing response time to incidents.

1. The Fitchburg State University Police Department recognizes the following as their patrol area.
 - a. The Intersection of Rindge Road at John Fitch Highway to the Main Street Intermodal.
 - b. The Klondike Service Center on Klondike Avenue to Elliot Field
 - c. John Fitch Highway and all side streets adjacent to Pearl Street between John Fitch Highway and Day Street.
 - i. Excluding Clark Road, East Street, Culley Street, and the south portion of Lincoln Street.
 - d. Area "A" which is inclusive of the area between Green Street and Pearl Street, North Street and Pacific Street.
 - e. Intermodal to the Main Street Theater Block (715 Main Street and adjacent Central Street Lot).
2. Officers may only arrest, conduct searches, and employ other law enforcement functions in those areas owned, used, leased, or occupied by the university. While on patrol, officers may render medical aid to the level of their training, and provide motorist assistance in their patrol area. Officers may also provide safety escorts within the department's patrol area to and from points on campus.
 - a. Incidents within the patrol boundaries not covered by MGL 22c§63, should be referred to the City of Fitchburg Police Department.
 - b. However, officers may intervene when life safety or property is at risk.

III. CLERY GEOGRAPHY

Fitchburg State University's Clery Geography is defined by **34 CFR 668.46(c)(4)**. Clery geography is where crimes are reported in Annual Security Report and for Timely Warning Notification considerations, as well as the area where crimes are recorded in the university's Clery Crime Log.

1. Clery Geography

- a. For the purposes of collecting statistics for submission to the Department of Education (DOE) and inclusion in an institution's annual security report, Clery geography includes:

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- i. Buildings and property that are part of the institution's campus;
 - ii. The institution's non campus buildings and property; and
 - iii. Public property within or immediately adjacent to and accessible from the campus.
 - iv. For "Clery reportable" crimes only
- b. For the purpose of determining Timely Warning Notification to the Campus Community.
- i. For "Clery reportable" crimes or serious incidents that pose an ongoing threat to the campus community.
- c. On Campus:
- i. Any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used by the institution in direct support of, or in a manner related to, the institution's educational purposes, including residence halls; and
 - ii. Any building or property that is within or reasonably contiguous to the area identified in paragraph (i) of this definition, that is owned by the institution but controlled by another person, is frequently used by students and supports institutional purposes (such as a food or other retail vendor).
- d. Noncampus building or property:
- i. Any building or property owned or controlled by a student organization that is officially recognized by the institution; or
 - ii. Any building or property owned or controlled by an institution that is used in direct support of, or in relation to, the institution's educational purposes, is frequently used by students and is not within the same reasonably contiguous geographic area of the institution.
- e. Public property:
- i. All public property, including thoroughfares, streets, sidewalks, and parking facilities, that is within the campus, or immediately adjacent to and accessible from the campus.

2. Clery Patrol Geography

- a. For the purposes of maintaining the Clery crime log, this geography includes areas within the patrol jurisdiction for the university police department and encompasses all:
- i. Crimes reported directly to the University Police Department.
 - ii. Crimes reported to the city police, but the University Police Department has been notified directly by other law enforcement agencies.
 - iii. Crimes reported to CSA and the University Police Department have been notified of the Crime.

IV. AGREEMENTS AND AID

1. Interagency Agreements:

- a. The Fitchburg State University Police Department operating within the City of Fitchburg, Massachusetts, shares concurrent jurisdiction with the Fitchburg Police Department and the Massachusetts State Police. In those rare instances where a Federal Crime may be involved, Federal Law Enforcement Agencies such as the Federal Bureau of Investigation, the Drug Enforcement Administration, or the Bureau of Alcohol, Tobacco, and Firearms would also have jurisdiction.
- b. It shall be the policy of the Fitchburg State University Police Department to be the primary responding police agency for all crimes and requests for service on the university property.
- c. It shall also be the policy of this department to cooperate with any law enforcement agencies that have official business on campus.
- d. In cases where the manpower or technical resources of the department require additional assistance, the Fitchburg State University Police Department will not hesitate to call upon the Fitchburg Police Department or the Massachusetts State Police for the required assistance.
- e. An interagency agreement between the Fitchburg State University Police Department and the Fitchburg Police Department is in effect and a copy is attached to this policy.
- f. Currently there is no interagency agreement with the Massachusetts State Police. In the absence of such an agreement, the department will request assistance based upon legal precedence and current practices.

2. Mutual Aid:

- a. Should the Fitchburg State University Police Department require mutual aid in order to protect lives or property, the Chief of Police or designee may call upon the Fitchburg Police Department, the Massachusetts State Police, or both.
- b. Should the Fitchburg Police Department determine that there is a greater need for manpower or equipment that they can furnish, the Fitchburg Police Department may request the assistance of officers from the University Police Department who are also sworn in as city specials.
 - i. All newly sworn officers of the Fitchburg State University Police Department, upon successful completion of the department's field training program, will have their names submitted to the Fitchburg Police Department for consideration of appointment under city ordinance 40-14 (Special Police Officer)
 - ii. Officers of this department in good standing may retain their city special police powers for the duration of their employment with the institution and

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will terminate their powers as city specials upon separation from the institution. A letter of separation will be forwarded to the Fitchburg Police Department and the office of the City Clerk at that time.

- iii Officers will use their city powers only when activated by request from the Fitchburg Police Department and only while on duty for the University Police Department.
 - a) The exception would be for approved outside details contracted through the City's Police Department.

3. Requesting Federal Law Enforcement or National Guard Assistance:

- a. Should the situation ever arise where the Fitchburg State University Police requires the assistance of Federal Law Enforcement, or the National Guard, the following procedures shall be followed:
 - i Should the Chief of Police or designee determine that a crime or incident that may be a violation of Federal Law, he/she shall contact the Massachusetts State Police Detective Unit responsible for Worcester County to request assistance.
 - ii If there is need for Federal Authorities, the Massachusetts State Police will request assistance from the appropriate Federal agency.
 - iii Should the National Guard need to be activated for a situation on the university property; the Mayor will request such activation by contacting the Governor's Office.

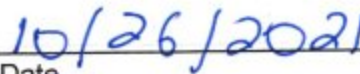
V. Attachments

- a. List of Fitchburg State University property, to include their Clery designation.
- b. Map of the Fitchburg State University campus and patrol boundaries.
- c. City of Fitchburg Police Department/ Fitchburg State University Police Department MOU

Approval:



Chief of Police



Date

University Recognized Properties

August 9, 2019

Location	Street Address	Clery Classification
Admission Visitor Lot	279 Highland Avenue	On Campus
Anthony Student Center	280 Highland Avenue	On Campus
Aubuchon Hall	234 North Street	On Campus Residential
Cedar Street Annex (Staff Housing)	22 Cedar Street	On Campus
Cedar Street House	30 Cedar Street	On Campus Residential
Center for Professional Studies	150 Main Street	On Campus
Condike Science Center	333 North Street	On Campus
Congress Street Lot	4 Congress Street	On Campus
Conlon Fine Arts	367 North Street	On Campus
Conlon Hall	316 Highland Avenue	On Campus
Crown Fried Chicken	70 North Street	On Campus
Dupont Facilities Building (CPM)	299 North Street	On Campus
Edgerly Hall	281 North Street	On Campus
Elliot Athletic Fields	25-53 Pearl Hill Road	On Campus
Exercise Science	155 North Street	On Campus
Faculty/Staff Apartment	46 Clinton Street	On Campus
Green Street Lot 1	60 Green Street	On- Campus
Green Street Lot 2	63 Green Street	On Campus
Hammond Hall	160 Pearl Street	On Campus
Healy Guest House	147 North Street	On Campus
Herlihy Hall	320 North Street	On Campus Residential
Holmes Dining Hall	280 North Street	On Campus
Institutional Research and Planning	340 Highland Avenue	On Campus
Klondike Service Center	167 Klondike Avenue	Non Campus
Landry Athletic Complex	990 John Fitch Highway	On Campus
Lower Cedar Street Lot	158 Cedar Street	On Campus
Miller Hall	230 Highland Avenue	On Campus
Mara Village One	299 Highland Avenue	On Campus Residential
Mara Village Two	210 Cedar Street	On Campus Residential
Mara Village Three	220 Cedar Street	On Campus Residential
Mara Village Four	329 Highland Avenue	On Campus Residential
Mara Village Five	339 Highland Avenue	On Campus Residential
Mara Village Six	250 Cedar Street	On Campus Residential
Mara Village Seven	260 Cedar Street	On Campus Residential
Mara Village Eight	349 Highland Avenue	On Campus Residential
Mara Village Commons Building	319 Highland Avenue	On Campus Residential
Mart East	150 Main Street	On Campus
Mazzafero Center	291 Highland Avenue	On Campus
McKay Campus Complex	67 Rindge Road	On Campus
McKay "C" Rear Lot	89 Lenox Street	On Campus
McKay Front Lot	67 Rindge Road	On Campus
McKay Lower Lot	382 North Street	On Campus
McKay Upper Lot	380 North Street	On Campus
North Street Apartments	185 North Street	On Campus Residential
North Lot 1	186 North Street	On Campus

North Lot 2	187 North Street	On Campus
North Lot 2 - Upper Lot	54 Clinton Street	On Campus
North Lot 4 Upper	42 Clinton Street	On Campus
North Lot 4	129 North Street	On Campus
Parking Lot	55-59 Day Street	NonCampus
Percival Hall	254 Highland Avenue	On Campus
Police Community Outreach Center	150 Main Street	On Campus
President House	131 Highland Avenue	On Campus
Recreation Center	130 North Street	On Campus
Riccards Field	53 Pearl Hill Road	On Campus
Robert V Antonucci Science Complex	333 North Street	On Campus
Ross Street Lots (Upper and Lower)	150 Ross Street	On Campus
Russell Towers	260 North Street	On Campus
Sanders Administration	300 Highland Avenue	On Campus
Sanders Administration Lot	300 Highland Avenue	On Campus
Simonds Hall	45 North Street	On Campus Residential
South Cedar Lot	20 Cedar Street	On Campus
Townhouse 1 (Worcester House)	241-243 Highland Avenue	On Campus Residential
Townhouse 2 (Middlesex House)	261-263 Highland Avenue	On Campus Residential
Townhouse 3 (Essex House)	170 Cedar Street	On Campus Residential
Townhouse 4 (Norfolk House)	158 Cedar Street	On Campus Residential
Townhouse 5 (Hampden House)	152 Cedar Street	On Campus Residential
Townhouse 6 (Plymouth House)	150 Cedar Street	On Campus Residential
Townhouse 7 (Suffolk House)	140 Cedar Street	On Campus Residential
Townhouse South Lot	235 Highland Avenue	On Campus
Thompson Hall	240 Highland Avenue	On Campus
Theater Block	707-717 Main Street	Noncampus
Theater Lot on Central Street	11 Central Street	Noncampus
Undeveloped Land	47-65 Fitch Hill Avenue	On Campus
Undeveloped Land	9 Clinton Street	On Campus
Undeveloped Land	189 Highland Avenue	On Campus
Undeveloped Land	79-105 Pearl Street	On Campus
Undeveloped Land	198 Pearl Street	On Campus
Undeveloped Land	127 Clinton Street	On Campus
Undeveloped Land	42-46 Snow Street	On Campus
Undeveloped Land	153-155 Snow Street	On Campus
Undeveloped Land	221 & 319 Pearl Hill Road	Noncampus
Undeveloped Land	151 Snow Street	On Campus
Undeveloped Land	68 Rindge Road	On Campus
Undeveloped Land	145 Rindge Road	On Campus
Undeveloped Land	254 Rindge Road	On Campus
Undeveloped Land	379 Rindge Road	On Campus
Undeveloped Land	1191 John Fitch Highway	Non Campus
University Police Department	32 Clinton Street	On Campus
University Faculty Apartments	132 Highland Ave	On Campus
Upper Cedar Street Lot	200 Cedar Street	On Campus

Vacant Building	66 Day Street	Non Campus
Vacant Building	172 Myrtle Ave	On Campus
Wallace Civic Center (Gatez Arena)	1000 John Fitch Highway	On Campus
Wallace Civic Lots	1000 John Fitch Highway	On Campus
Weston Auditorium	353 North Street	On Campus
Weston Lots (Upper and Lower)	350 North Street	On Campus

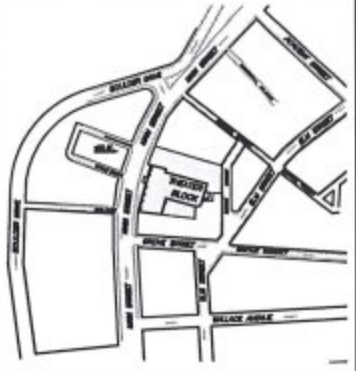
FITCHBURG STATE UNIVERSITY

CAPITAL PLANNING DIVISION
 160 PEARL STREET, FITCHBURG MA 01420
 PHONE: 978-665-3115 FAX: 978-665-3682

CLERY PLAN - SOUTH CAMPUS

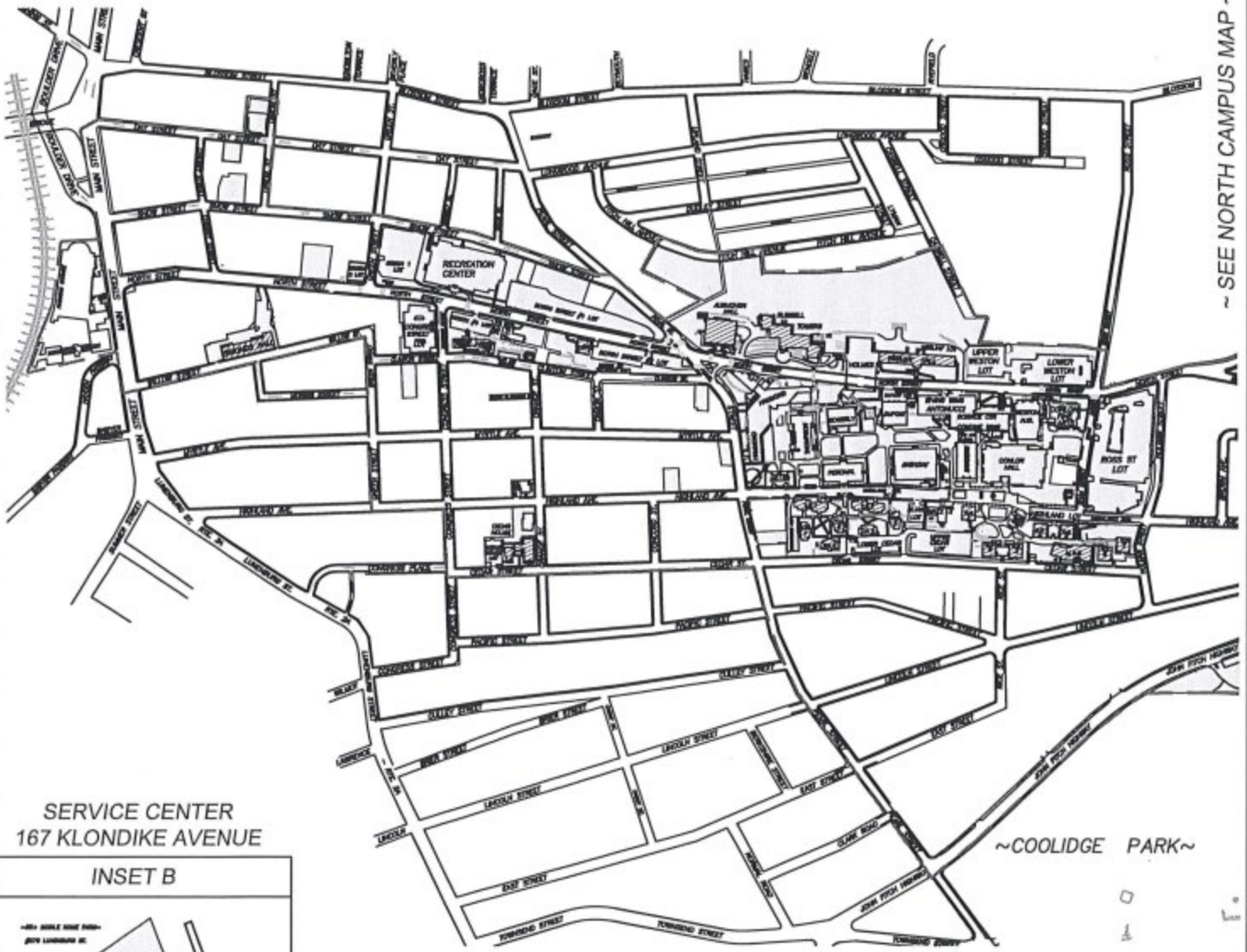
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APPROVED BY: PK/MC
 DWG FILE: FSUDIGSAFE



INSET A

THEATER BUILDING
 689-717 MAIN STREET






~ SEE NORTH CAMPUS MAP ~

SERVICE CENTER
 167 KLONDIKE AVENUE

INSET B



LEGEND

-  - FSU PROPERTY
-  - ON-CAMPUS HOUSING
-  - PATROL AREA BOUNDARY



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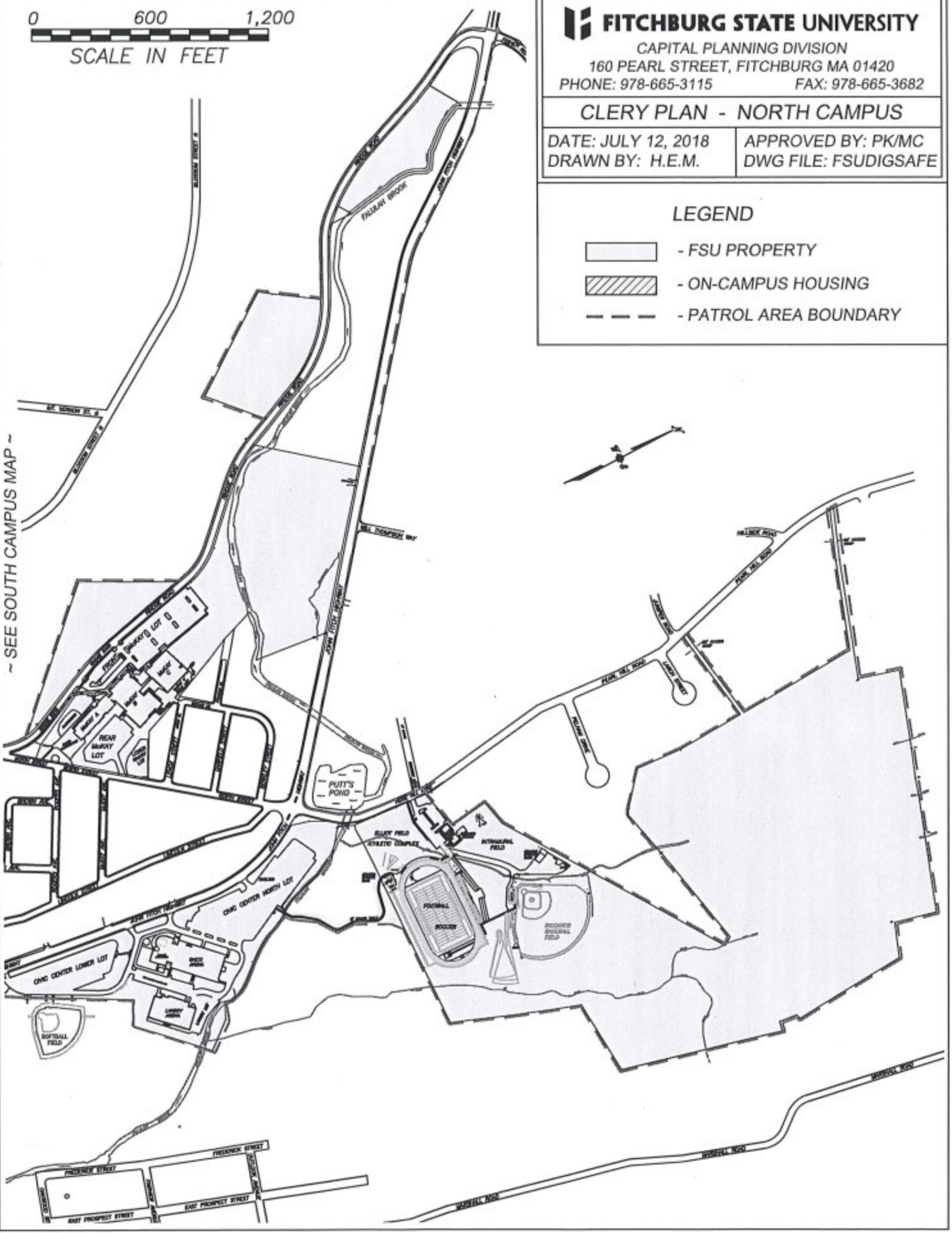
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LEGEND

-  - FSU PROPERTY
-  - ON-CAMPUS HOUSING
-  - PATROL AREA BOUNDARY

~ SEE SOUTH CAMPUS MAP ~





MEMORANDUM OF UNDERSTANDING

Between the

Fitchburg State University Police Department

and the

City of Fitchburg Police Department

This Memorandum of Understanding is entered into this 3rd day of January 2024 between the Fitchburg State University Police Department (FSUPD) and the City of Fitchburg Police Department (FPD).

The purpose of this Memorandum of Understanding between the Fitchburg State University Police Department and the Fitchburg Police Department is to establish, promote, and maintain a continued, harmonious working relationship and cooperative effort between both agencies.

This Memorandum of Understanding will assist in determining each entity's roles and responsibilities regarding preventing and responding to incidents of on and off-campus sexual misconduct, as outlined in M.G.L. c. 6, § 168E(c), and the Department of Higher Education's role in implementing that requirement; as well as a standard procedure for handling incidents and reports of sexual assaults and issuing Timely Warnings and Emergency Notifications. Federal Laws provide specific requirements relative to these processes as outlined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) and Title IX of the Higher Education Amendments of 1972.

This MOU is designed to facilitate opportunities for communication between FSUPD and FPD, and to establish the respective roles and responsibilities of both agencies regarding the prevention of and response to sexual misconduct; to share information, per applicable federal and state confidentiality laws, regarding sexual misconduct incidents involving students or other campus community members of Fitchburg State University; and to identify opportunities for sharing best practices and training resources.

I. General Understanding

The primary points of contact for the institution (FSUPD) and the local law enforcement agency (FPD) on matters involving the interpretation and enforcement of the MOU will be the respective Chiefs of Police.

The institution shall review the MOU with the law enforcement agency that is a signatory every three (3) years. As part of the review process, the institution shall contact the signatory law enforcement agency to discuss how changes in policies or procedures at either the institution or the law enforcement agency may impact the provisions of the MOU. If changes in policies or procedures are identified that impact the provisions of the MOU, the institution and the law enforcement agency shall update the MOU, as necessary. Such a review and revision process may also consider input from internal and external entities. Any changes shall not necessarily nullify the MOU in its entirety.

II. Jurisdiction and Authority

1. The primary law enforcement agency of the institution is the Fitchburg State University Police Department, which derives its police powers from Massachusetts' General Laws: Ch.22C §63, Ch.22C §63, Ch. 15A§22, Ch. Ch. 73§18, Ch. 90C§2A, Ch. 90C§1, Ch. 90§21 and those powers and authority established by case laws.
2. FSUPD officers being sworn as special state police officers under Ch. 22C§63 shall "have the same power to make arrests as regular police officers for any criminal offense committed in or upon lands or structures owned, used, or occupied by such university." This includes public ways as articulated in *COMMONWEALTH vs SMEATON, 465 MASS. 752 (2013)*.
3. FSUPD will be the primary investigating agency for any criminal offense committed in or upon lands or structures owned, used, or occupied by such university.
4. FSUPD may call upon the City's police department for assistance In any investigation that exceeds the scope and ability of the University Police Department.

III. Sexual Misconduct Occurring On Campus.

1. FSUPD has primary jurisdiction for investigating an incident of sexual misconduct occurring on campus.
2. FPD will have primary jurisdiction for investigating an incident of sexual misconduct near the institution's campus.

3. Where an incident of sexual misconduct took place in both jurisdictions, FPD may choose to be the primary investigating body, defer the incident to the university police department, or have the university's detective assist FPD with the investigation.
4. Protocols and standards for reporting, notification, communication, and information-sharing among the parties, are subject to the applicable confidentiality and privacy laws, and victim consent protocols. This includes the following:
 - a. Under state or federal law, including Title IX of the federal Education Amendments of 1972, to respond to complaints of sexual misconduct, all incidents of sexual misconduct that occur on campus must be provided to the Title IX coordinator of the institution, and the victim must receive a list of on and off-campus resources and must be provided a list of services and accommodations from the institution.
 - b. If the offense is one of Rape, Statutory Rape, Fondling, or aggravated assault, the university must consider sending out a timely warning to the community informing them of the incidents and steps to prevent future victimization, as soon as relevant information is available. If FPD or FSUPD can articulate why releasing such information would jeopardize the investigation, the reason why needs to be documented by FSUPD.
 - i. Information that may identify the victim shall be redacted in a timely warning.
 - ii. Information protected by Massachusetts "Rape Shield Law" may be withheld, however; enough information to decide on if a Timely Warning notification should be issued should be shared with FSUPD's officer in charge.
 - c. Under a joint investigation, or when an incident occurs on campus being investigated by the city, a waiver to disclose information to the University's Title IX Coordinator shall be provided to the victim.
 - d. In incidents where FPD and FSUPD are working on a joint investigation, FPD will make a notification to the district attorney's office. FSUPD will assist as necessary to ensure that the district attorney's office receives all relevant information.
 - e. FPD understands that some records that are maintained by the University regarding students may be protected by the Family Education Right to Privacy Act (FERPA), which may not be released without consent or under the law

enforcement expectation of the act. FSUPD will assist FPD in identifying what information can and cannot be shared.

IV. Mutual Aid and Special Municipal Police Officers.

1. The University shall permit (but it need not require) each member of the Fitchburg State University Police Department to accept from the City an appointment to serve the City as a special municipal police officer ("Special Police Officer"). Nothing in this section shall obligate the City to appoint all or any particular member of the University's Police Department to serve as a Special Police Officer, and the City shall have sole discretion to decide which, if any, of the members of the University's Police Department it will appoint, at any time and from time to time, to serve as such. For these purposes, the City shall have the authority and responsibility to decide which, if any, of the members of the University's Police Department are (and remain) qualified to be granted appointments as Special Police Officers.
 - a. The City, acting by its Chief of Police or by another whom, for the time being, the Chief of Police has designated for the purpose, shall promptly give written notice to the University, in the person of its Chief of Police, of every appointment it has granted to any member of the University's Police Department. In like fashion, the City shall give prompt written notice to the University of every such appointment that shall have lapsed or otherwise terminated.
 - b. The terms and conditions of every such appointment shall, subject to applicable provisions of law, be established at the City's sole discretion; provided only that no such term or condition shall be inconsistent with the provisions of this Memorandum of Agreement.
2. Whenever the City shall have determined that it has a temporary need for supplementary law enforcement services, it may, acting by its Chief of Police or by another whom, for the time being, the Chief of Police has designated for the purpose, make to the University's Chief of Police or any other whom, for the time being, the Chief of Police has designated for the purpose a request that the University assigns to the City one or more members of the University's Police Department. Any such request may be made in person, electronically (whether by telephone, radio, computer, facsimile, or otherwise) or in writing, and the same shall in all cases be subject to confirmation. The City's Chief of Police and the University's Chief of Police are hereby authorized to make such further agreements concerning the making and confirming of such requests, including the information that is to accompany them and the chain of command through which they are to be made, as they deem appropriate.
3. The University, as promptly as is feasible under the circumstances, shall decide whether and to what extent it can respond to a request for supplementary law enforcement services made to it under the preceding section, and the University, as promptly as is feasible under the circumstances, shall inform the City of its decision; it shall so inform the City using any one of the modes of communication described in the preceding section. In every case, the University shall have the discretion to decide whether and, if so, the extent to which it will respond to the City's request for

supplementary law enforcement services, and nothing in the Memorandum of Agreement shall be deemed to limit or qualify such discretion.

4. In no event will the University assign or furnish to the City, in response to a request for supplementary law enforcement services, any personnel or equipment other than the following:
 - a. members of its Department who are Special Police Officers;
 - b. equipment, including firearms, that the University has issued to the Special Police Officers whom it does assign to the City in response to a request; and
 - c. Police vehicles and communications equipment that the University has made available for use by such Special Police Officers.
5. The University, acting by its Chief of Police or otherwise as it may determine, shall have the right, at any time and its sole discretion, to terminate, in whole or in part, any supplementary law enforcement services provided to the City hereunder, and, in connection therewith, to recall from their service with the City any members of its Police Department who are Special Police Officers.
6. Whenever the University, in response to a request for supplementary law enforcement services, shall have assigned to the City one or more members of its Police Department, each such member of its department shall, during the period he or she is assigned to the City, promptly report to and thereafter serve under the control and supervision of the City's Chief of Police or other superior officer designated therefore by the City's Chief of Police, and, during such period, he or she shall for all purposes (but subject to the right of the University described above) be deemed to be a Special Police Officer in the employ of the City.
7. The City Shall indemnify, defend and hold the University and its employees harmless from and against all liability, claims, costs, and damages for any violations (actual or claimed) of any person's civil rights and any personal injury, including death, and property damage caused by or arising out of any intentional or negligent misconduct or actions (including any failure to act) of officers or employees of the City, including any member of the University's Department of Public Safety when acting as a Special Police Officer in the employ of the City.
8. Nothing in this Memorandum of Agreement shall limit or impair the authority of the City, at the request of the University or otherwise, to exercise on or within the campus and properties of the University such police powers as it may otherwise lawfully exercise there. Nor shall anything in this Memorandum of Agreement limit or impair the authority of the University to request that the City, acting by members of its Police Department, exercise any or any particular police powers on or within its campus or properties.

V. Mutual Assistance In-Progress Crime Assistance

A. Whenever an on-duty law enforcement officer from FSUPD views or otherwise has probable cause to believe a felony offense has occurred outside the property of the institution yet within the patrol area of the university (area reasonable contiguous to the campus), the FSUPD officer shall make any necessary arrests according to the law and take any measures necessary to preserve the crime scene. Immediately thereafter, the FSUPD officer shall notify the City police. In the event of an incident beyond the boundaries of the FSU campus, control of any arrested person, evidence, and the crime scene shall be relinquished to the first available officer from the City. An FPD supervisor shall subsequently determine whether to retain control of any arrested person, evidence, and the crime scene or relinquish control to an FSUPD officer. An arresting officer from either jurisdiction may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger him, herself, or others or threaten the preservation of any evidence. Whenever an on-duty law enforcement officer from FSUPD views or otherwise has probable cause to believe a misdemeanor offense has occurred outside the immediate campus vicinity but within the patrol jurisdiction, the FSUPD officer shall make any necessary arrests according to law and shall have full authority and responsibility for a such misdemeanor offense.

Whenever an on-duty law enforcement officer from FSUPD views or otherwise has probable cause to believe that a criminal motor vehicle offense has occurred on the roads adjacent to the main campus, they shall have full authority and responsibility for the criminal motor vehicle offense.

VI. Lock up and Booking

1. Fitchburg State University Police Department has the capacity to book, and process individuals arrested by the department. FSUPD may hold a prisoner for up to six hours and no longer than eight hours.
2. In those situations where a prisoner must be held over eight hours, the city will allow the university to utilize its holding facility.
3. FSUPD will be responsible for all court paperwork, prisoner meals and will and provide an officer to watch the prisoner while in custody at the FPD station.
4. If an FSUPD officer arrests while responding to a request for assistance by FPD, FSUPD will bring the prisoner to the FPD for booking, and will not be required to the aforementioned provision. The FSUPD officer will complete an arrest report at the FSUPD and forward it to FPD as soon as practical.

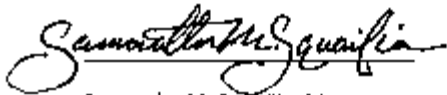
VII. Parking Enforcement

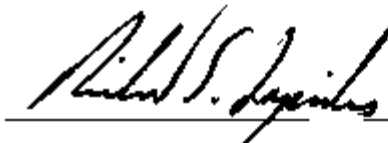
1. FSUPD will be provided the city of Fitchburg parking tickets and will assist the city in parking enforcement around the area of the campus, within FSUPD's patrol jurisdiction.
2. FSUPD will keep track of the tickets issued in their records management system and will return the city's copy to the City Clerk once issued.
3. Upon request, FSUPD will provide a list of all parking tickets issued to FPD for a given period.

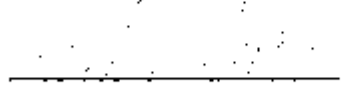
VIII. Termination.

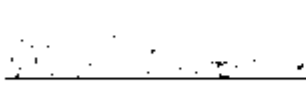
1. Either party to this Agreement may terminate the same by giving to the other not less than thirty days advance written notice of the effective date of termination. Every such notice shall be addressed as follows:

Signatures:

 1.8.24
Samantha M. Squallia, Mayor
City of Fitchburg

 1/3/24
Richard S. Lapidus, President
Fitchburg State University


Ernest F. Martineau, Chief of Police
City of Fitchburg Police Department


Michael J. Cloutier, Chief of Police
Fitchburg State University Police Department