

**JOINT POWERS AGREEMENT CITY OF DICKINSON & DICKINSON
STATE UNIVERSITY
CAMPUS RESOURCE OFFICER EMPLOYMENT & FINANCIALS**

This Agreement is entered into this first day July, 2026 between the CITY OF DICKINSON, a municipal corporation ("DICKINSON") and DICKINSON STATE UNIVERSITY ("DSU") regarding the establishment of a CAMPUS RESOURCE OFFICER at DSU and compensation of a Sworn Dickinson Police Department Officer filling the role of a CAMPUS RESOURCE OFFICER ("CRO") on a limited hour, part-time basis. This Agreement is made pursuant to N.D.C.C. § 54-40.3-01(2).

WHEREAS, DICKINSON and DSU recognize the need, value, and complexities of establishing a new CRO program in DSU with limited, part-time resources and funding.

WHEREAS, DSU recognizes that the DICKINSON workforce resources required to mitigate the complexities associated with the establishment of a CRO program in a university environment on a limited, part-time basis to be best suited for an experienced, ranking Dickinson Police Officer;

WHEREAS DSU further recognizes the monetary funding of \$25,000 committed to the CRO program correlates to a portion of the actual 2026 budgeted yearly salary of a DICKINSON POLICE DEPARTMENT ("DPD") officer, and

WHEREAS DSU will offer a Police Tuition Waiver Program ("DPD Tuition Program") for up to 12 credit hours per year to all Dickinson Police Department employees including all sworn, civilian and support staff, their spouse, and eligible children, with a maximum limit of 120 credit hours allocated to the DPD each academic year, and

WHEREAS in the 2026-2027 school year, Dickinson and DSU enter into an agreement to employ one limited hour CRO under the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY Stipulated and agreed as follows:

1. Term. This Agreement shall be in effective upon execution and shall expire on June 30, 2029 ("Term") subject to an annual review conducted within the final sixty (60) days prior to the expiration of each annual term. Should either party choose not to extend the Agreement after an annual review that party must provide notice to the other party within fifteen (15) days from the conclusion of the review. Joint responsibility for the review and/or renegotiation of the CRO program shall be the joint responsibility of DICKINSON and DSU.

2. Campus Resource Officer. DICKINSON shall provide one qualified, sworn police officer to serve as a limited hour CRO to DSU. This officer shall be an employee of DICKINSON and shall not be considered, for any purposes, an employee of DSU.

3. Scope of Services. Pursuant to this Agreement, DICKINSON shall provide services through the assigned CRO as agreed upon in an administrative and operation plan, which shall be referred to as Appendix A and incorporated by reference herein.

4. Compensation and Benefits of Officer. DICKINSON shall be responsible for payment of all wages, benefits and other compensation associated with the assigned CRO. DICKINSON shall also provide any training necessary or required for the assigned CRO.

5. DSU Payment to Dickinson. DSU agrees to pay \$25,000 ("Cash Payment") to DICKINSON in two payments of \$12,500, the first payment due on or before July 1, 2026, and the second payment due on or before January 1, 2027, and continuing the same timeline in succeeding years of the Agreement, for the services of one limited hour Police CRO to establish a CRO program at DSU for one academic/budget school year. In addition to the Cash Payment, DSU shall establish the DPD Tuition Program as outlined in Paragraph 7 below.

6. Limited Hours Commitment. DICKINSON shall commit to a prorated minimum of onsite CRO services throughout the 2026-2027 DSU academic/budget year. It is understood that DSU will convene for thirty-six (36) weeks during the 2026-2027 school year. The allotted DSU CRO time on campus commitment will be prorated based on existing contractual rates for services using on a twelve (12) month, 2080 hour a year salary model which includes costs associated with benefits. Time commitments and schedules shall be jointly agreed upon by DICKINSON and DSU prior to start of this Agreement and will not exceed eighteen (18) hours in any given school week.

7. Police Tuition Waiver Program. DSU shall commit 120 hours of college credit hours per academic year each year this Agreement is in effect toward the DPD Tuition Program on the following conditions.

- a. All DICKINSON POLICE DEPARTMENT EMPLOYEES, their spouse and children shall be eligible for up to a maximum of twelve (12) credit hours per year.
- b. Distribution of credit hours shall be at the sole discretion of the Chief of Police or his designee.

8. Liability.

- a. The City of Dickinson and Dickinson State University each agree to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which in any manner may result from or arise out of this agreement or the services provided hereunder. Each party shall be responsible for its own acts and/or omissions and those of its officers or employees acting within the scope of their employment.
- b. The execution of this Agreement by the parties hereto shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or

deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

9. Assignment. This Agreement may not be assigned by either party.

10. Continuation and Termination. The initial contract terminates at the conclusion of the 2028-2029 academic/budget year on June 30, 2029. The contract will continue for a three-year period with annual review. 30-day notice of contract termination is required in writing if either DICKINSON or DSU wishes to terminate the contract. Either party may terminate this Agreement effective upon delivery of written notice to the other party, or any later date stated in the notice if the other party has failed to perform its obligations under this Agreement. Either party may terminate this Agreement effective upon delivery of written notice to the other party, if (1) funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the performance of the obligations under this Agreement, (2) if federal or state laws or rules are modified or interpreted in a way that the performance of the obligations under this Agreement is no longer allowable.

11. Contact Information: Any correspondence or notices shall be sent to the Parties at the addresses listed below:

City of Dickinson
Dickinson Police Department
Attn: Chief Joe Cianni
Dickinson, ND 58601
Phone: (701) 456-7760

Dickinson State University
President
Attn: Scott Molander
Dickinson, ND 58601
Phone: (701) 502-4296

11. Amendment: This Agreement may not be amended orally, nor shall any oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the Parties which is approved by the governing board of each Party.

12. Governing Law: This Agreement shall be governed in accordance with the laws of the State of North Dakota.

13. Severability: If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

14. Binding Effect: This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective administrators, representatives, successors, and assigns.

15. Further Assurances: The Parties agree to do all acts and things and to make, execute, acknowledge, and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto to enable such other Party or Parties to secure the intended benefits of this Agreement.

16. Counterparts: This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

17. Entire Agreement: This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement.

18. **DICKINSON STATE UNIVERSITY**

By: Scott Molander

Printed Name: Scott Molander

President/Chief Operating Officer

Dickinson State University

Date: 9-9-26

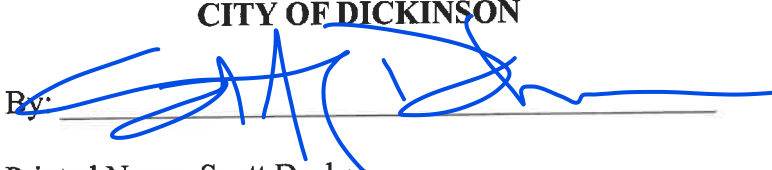
STATE BOARD OF HIGHER EDUCATION

By: K. H. H. H.

Printed Name: Kevin Black

Chair

CITY OF DICKINSON

By: 

Printed Name: Scott Decker

President

Board of City Commissioners

Date: _____

Approved as legally sufficient (N.D.C.C. § 54-40.3-01(2)):

By: _____

Printed Name: Claire Ness

N.D. Chief Deputy Attorney General

Date: _____

