



# Grand Forks County Correctional Center

1701 N Washington St. • PO Box 5244 • Grand Forks, ND 58206-5244

Phone (701) 780-8224 • Fax (701) 780-8400

Bret L. Burkholder  
Administrator

Linda Wagner  
Captain

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by, and between Grand Forks County Correctional Center (GFCCC), a legal physical custodian of county, city, state, and federal inmates, and the Grand Forks County Sheriff's Department (GFSO), a law enforcement agency of the county of Grand Forks.

Whereas, the United States Department of Justice has promulgated national standards for the implementation and enforcement of the Prison Rape Elimination Act of 2003, Public Law 108-79, 117 Stat. 973 *et seq.*, 45 U.S.C. 15601, *et seq.* (PREA); and

Whereas, Subsection (a) of Section 115.22 and Subsection (b) requires GFCCC to ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment, as well as create policy and procedures which ensure allegations of sexual abuse and sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior.

Whereas, as a result of a discussion between the GFCCC Administrator and the GFSO Sheriff, as the primary responder to GFCCC, GFSO agrees to investigate criminal allegations of sexual abuse and sexual harassment which may occur at GFCCC.

Whereas, Subsection (b) of Section 115.51 requires GFCCC to provide a means for inmates to report sexual abuse and sexual harassment to another entity which is not part of GFCCC, and is able to receive, and immediately forward inmate reports of sexual abuse and sexual harassment to agency officials while providing anonymity to the inmate if requested by the inmate; and

Whereas, the GFSO, has agreed to receive phone calls from GFCCC inmates via an internal confidential toll free local phone number; (701) 780-8280, for the purpose of GFCCC inmates reporting allegations of sexual abuse and sexual harassment. GFSO will immediately forward the reports of sexual abuse and sexual harassment to the GFCCC Administrator or designee, assuring the anonymity of the inmate, if requested by the inmate.

Whereas, the GFSO has agreed to receive written reports of sexual abuse and sexual harassment from GFCCC inmates, whether in physical custody or not, and to immediately forward the reports of sexual abuse and sexual harassment to designated officials of GFCCC, assuring the anonymity of the inmate if so requested.

It is agreed between GFCCC and GFSO as follows:


1. 28 C.F.R. Section 115.51 requires GFCCC to establish the following procedure for inmate reports of sexual abuse and sexual harassment

- a. GFCCC shall provide multiple internal ways for inmates or staff for reporting sexual abuse and sexual harassment, retaliation by the other inmates or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such events.
  - b. GFCCC shall also provide at least one (1) way for inmates to report sexual abuse or sexual harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse and sexual harassment to GFCCC officials, allowing the inmate to remain anonymous upon request.
  - c. GFCCC staff shall accept any and all reports made verbally in writing, anonymously, and from third parties. GFCCC staff shall promptly document any verbal reports.
  - d. GFCCC shall provide a method for staff to privately report sexual abuse and sexual harassment of residents
2. The GFSO agrees that it will receive inmate phone calls at (701) 780-8280, and written reports of sexual abuse and sexual harassment from GFCCC inmates at the following address:
- Grand Forks County Sheriff's Dept.  
PO Box 12608  
GRAND FORKS, ND 58208-2608
3. GFCCC shall have the above address and confidential toll free GFSO non-emergent phone number available in PREA posters, inmate PREA brochures, the GFCCC inmate electronic handbook, and this information will be presented by staff during PREA inmate education orientation groups, and on the GFCCC website.
  4. When the GFSO receives a report of sexual abuse or sexual harassment from a GFCCC inmate, it will immediately forward the report to the GFCCC Administrator, or designee, for an administrative investigation. If the inmate has requested to remain anonymous, the GFSO shall advise GFCCC the report in an anonymous report.
  5. It is the responsibility of GFCCC to conduct any necessary or appropriate administrative investigation upon receipt of the report from GFSO.
  6. If, during the course of an administrative investigation, or upon GFCCC First Response incident, there is evidence which indicates a crime may have occurred, the GFSO will immediately be contacted to conduct a criminal investigation.
  7. GFCCC security staff will follow First Responder Protocol in terms of evidence and securing the crime scene, until the GFCCC Sergeant is relieved by the GFSO lead investigator. GFSO investigators utilize protocol adapted from, or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women Publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative


protocols developed after 2011 when investigating sexual abuse and sexual harassment involving GFCCC inmates.

8. In the event of a criminal investigation, the GFCCC Administrator, or designee will commit to full cooperation with an investigation, act as a liaison with the GFSO to stay informed of the process of the investigation for the purpose of victim support and notification, and overall facility safety.

We, the undersigned, agree to the terms and conditions of this MOU. Any modification to this MOU must be in writing and signed by the below listed or their respective replacement. This MOU may be terminated by mutual consent of both parties, or by either party upon written notice.

  
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Bret L. Burkholder, Administrator, GFCCC

6-2-16  
\_\_\_\_\_  
Date

15/ BOB ROST BY BERNARD J. MANSON II  
  
\_\_\_\_\_  
Bob Rost, Sheriff, GFSO

6-2-16  
\_\_\_\_\_  
Date