

MEMORANDUM

TO: Mayor and Town Council
FROM: W. Calvin Horton, Town Manager
SUBJECT: Agreement to Extend Jurisdiction of UNC Public Safety Department
DATE: February 25, 2002

The attached Resolution would authorize the Manager to sign an agreement with the Board of Trustees of the University of North Carolina at Chapel Hill to extend the jurisdiction of the UNC-CH Department of Public Safety into non-campus areas of the Town under certain circumstances.

BACKGROUND

Currently, the jurisdiction of officers of the UNC-CH Department of Public Safety is defined in accordance with N.C.G.S. 116-40.5(a), which states:

The territorial jurisdiction of a campus law enforcement officer shall include all property owned or leased to the institution employing him and that portion of any public road or highway passing through such property and immediately adjoining it, wherever located.

In addition, a UNC-CH officer has authority under NCGS 15A-402(d) to pursue a fleeing suspect who has committed a criminal offense on campus, and to arrest the suspect off campus if the arrest is made during the suspect's immediate flight.

These jurisdictional limitations restrict UNC officers' ability to resolve cases involving on-campus offenses when those cases require off-campus investigative activity or any law enforcement activity beyond immediate pursuit of a fleeing suspect. It is presently necessary for Town law enforcement officers to handle the off-campus aspects of UNC investigations of on-campus offenses.

In addition, the authority of campus officers to serve warrants at the Magistrate's Office at the Chapel Hill Police headquarters, although never challenged, is not absolutely clear under present law and would be confirmed by this Agreement.

DISCUSSION

The Chief of the Chapel Hill Police Department and the Director of the UNC-CH Department of Public Safety jointly have concluded that the safety and welfare of persons in Chapel Hill would

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be enhanced by the extension of UNC officers' jurisdiction beyond the campus under certain circumstances. Such an extension is permitted under N.C.G.S. 116-40.5(b), which states:

The Board of Trustees of any constituent institution of The University of North Carolina...may enter into joint agreements with the governing board of any municipality to extend the law enforcement authority of campus police officers into any or all of the municipality's jurisdiction and to determine the circumstances in which this extension of authority may be granted.

The specified circumstances for expanded jurisdiction under the proposed Agreement include the off-campus investigation of on-campus offenses. This would enable UNC officers to carry out and complete investigations of on-campus offenses even when those investigations lead to off-campus locations.

Also, the Agreement makes clear that campus officers have jurisdiction to arrest and carry out other law enforcement activities at the Chapel Hill Police Headquarters, including the Magistrate's Office.

Under the Agreement, UNC officers would notify the Chapel Hill Police Department as soon as possible whenever they exercise off-campus jurisdiction.

RECOMMENDATION

That the Council adopt the attached resolution authorizing the Manager to sign the Agreement to Extend the Territorial Jurisdiction of the University of North Carolina at Chapel Hill Department of Public Safety.

ATTACHMENTS

1. Agreement to Extend Jurisdiction (p. 4).

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A RESOLUTION AUTHORIZING THE MANAGER TO SIGN THE AGREEMENT TO EXTEND THE TERRITORIAL JURISDICTION OF THE UNIVERSITY OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY (2002-02-25/R-5)

WHEREAS, the North Carolina General Statutes provide that the governing board of a municipality and the Board of Trustees of a constituent institution of the University of North Carolina may enter into joint agreements to extend the law enforcement authority of campus police; and

WHEREAS, the Chief of the Chapel Hill Police Department and the Director of the UNC-CH Department of Public Safety concur that such an agreement would be beneficial to the Town and the University communities;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Manager to sign the Agreement to Extend the Territorial Jurisdiction of the UNC Department of Public Safety.

This the 25th day of February, 2002.

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**AGREEMENT TO EXTEND THE TERRITORIAL JURISDICTION
OF THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
DEPARTMENT OF PUBLIC SAFETY**

This agreement is between the Town of Chapel Hill, hereinafter referred to as "the Town," and the University of North Carolina at Chapel Hill, hereinafter referred to as "UNC-CH."

WHEREAS, pursuant to North Carolina General Statute 116-40.5, UNC-CH has established a campus law enforcement agency, the UNC-CH Department of Public Safety; and

WHEREAS, pursuant to North Carolina General Statute 116-40.5, the territorial jurisdiction of the UNC-CH Department of Public Safety includes all property owned by or leased to UNC-CH and that portion of any public road or highway passing through such property and immediately adjoining it, wherever located; and

WHEREAS, the territorial jurisdiction of the Town of Chapel Hill Police Department includes all property within the corporate limits of the Town as well as property and rights-of-way owned by the Town outside the corporate limits; and

WHEREAS, there has been a close working relationship between the UNC-CH Department of Public Safety and the Chapel Hill Police Department; and

WHEREAS, the Town and UNC-CH recognize the benefits of a limited extension of UNC-CH Department of Public Safety law enforcement authority beyond the territorial jurisdictional boundaries prescribed in North Carolina General Statute 116-40.5; and

WHEREAS, North Carolina General Statute 116-40.5 provides that the Town and UNC-CH may enter into a joint agreement to extend the territorial jurisdiction of campus police officers beyond the territorial jurisdictional boundaries established by North Carolina General Statute 116-40.5 and to determine the circumstances in which this extension of law enforcement jurisdictional authority may be exercised;

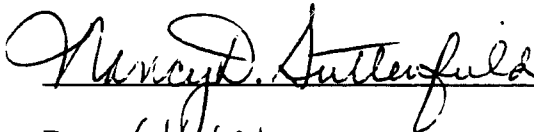
NOW THEREFORE, in consideration of their mutual interests, the Town and UNC-CH agree that the jurisdictional authority of the UNC-CH Department of Public Safety will be extended beyond the campus territorial jurisdictional boundaries and into non-campus areas within the corporate limits of the Town, under the following circumstances:

1. UNC-CH Department of Public Safety officers may exercise all law enforcement powers, including the power of arrest, anywhere within the Town of Chapel Hill to investigate a criminal offense alleged to have been committed within the campus territorial jurisdiction as defined by North Carolina General Statute 116-40.5. UNC-CH officers shall provide notification to the Chapel Hill Police Department as soon as possible whenever exercising this territorial jurisdiction.

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2. UNC-CH Department of Public Safety officers may exercise all law enforcement powers, including the power of arrest, at the premises of the Chapel Hill Police Department headquarters, including the offices of the Orange County Magistrate.
3. While exercising extended jurisdictional authority pursuant to this Agreement, UNC-CH Department of Public Safety officers shall have the same powers, rights, privileges, and immunities as they normally possess.
4. There is no assumption of liability on the part of the Town for actions taken by the UNC-CH Department of Public Safety pursuant to the extended jurisdiction provided by this Agreement, nor is there assumption of liability on the part of UNC-CH for actions taken by Chapel Hill Police Department related to this extension of jurisdiction.
5. This Agreement shall remain in effect until terminated by either party upon written notice to the other party.
6. Amendments will be made to this Agreement upon the written concurrence of both the Town and UNC-CH.

For and on behalf of the Board of Trustees of the University of North Carolina at Chapel Hill

 Nancy D. Sutenfield
Vice Chancellor for Finance & Administration

Date 6/18/01

For and on behalf of the Council of the Town of Chapel Hill

Date _____