

MEMORANDUM

TO: Roger L. Stancil, Town Manager

FROM: Brian Curran, Chief of Police

SUBJECT: Amended Agreement to Extend the Territorial Jurisdiction of the University Of North Carolina at Chapel Hill Department of Public Safety

DATE: May 18, 2009

PURPOSE

The attached Resolution would authorize the Town Manager to sign an Agreement with the Board of Trustees of the University of North Carolina at Chapel Hill. This Agreement would 1) extend the jurisdiction of the UNC-CH Department of Public Safety into defined non-campus areas of the Town under certain circumstances and 2) allow for the transfer of primary emergency response responsibility for the residential dormitories and associated parking lot at 125 W. Franklin Street to the UNC-CH Department of Public Safety.

BACKGROUND

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.

In 2002, the Council approved the extension of the UNC-CH Department of Public Safety's jurisdiction to conduct off-campus investigations of on-campus offenses. The agreement also made clear that UNC-CH Department of Public Safety officers have the jurisdiction to arrest and carry out other law enforcement activities at the Chapel Hill Police Headquarters, including the Magistrate's Office. 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.

Pursuant to the 2002 agreement, UNC-CH Department of Public Safety officers notify the Chapel Hill Police Department when exercising off-campus jurisdiction. This arrangement has resulted in an enhanced partnership between the two law enforcement agencies. There have been no complications or unintended consequences of this arrangement to date.

DISCUSSION

The UNC-CH Department of Public Safety recently approached the Town to request an additional expansion of its territorial jurisdiction. This request is based on the recent acquisition by the University of the Granville Towers property as well as the fact that the 2002 enhanced jurisdiction arrangement has allowed UNC-CH Department of Public Safety officers to more fully investigate on-campus crimes in off-campus locations.

The newly proposed jurisdiction would include much of the central business district from Henderson Street on the east and Merritt Mill Road on the west. The northern boundary of this enhanced jurisdiction would be Rosemary Street and the properties that face it from the north and south. The southern boundary would be Cameron Avenue west of Columbia Street and the properties that face it from the north and south. While Chapel Hill officers would still have primary responsibility for calls within this new area, the expanded jurisdiction would extend to UNC-CH Department of Public Safety officers all law enforcement powers in the designated area, except as to traffic offenses. Under this new arrangement, UNC-CH Department of Public Safety officers who witness a crime within the expanded jurisdiction area would be able to take action rather than simply act as a reporting party as is now the case. As was the case in the 2002 agreement, UNC-CH officers would be expected to contact a Chapel Hill Police supervisor as soon as was feasible should such an on-view enforcement action take place.

The expanded jurisdiction would also, by mutual consent, allow for UNC-CH Department of Public Safety officers to assume primary response duties for the Granville Towers property and associated parking lots (see attached map.)

The result of this arrangement will be an increased and more visible police presence in and around the central business district and an enhanced partnership between the two agencies. The Police Department and the UNC-CH Department of Public Safety officers will continue to jointly conduct operations and training exercises and the proposed extended jurisdiction will further that ongoing partnership.

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. Resolution authorizing the Manager to sign the Agreement to Extend Jurisdiction
2. Agreement to Extend Jurisdiction
3. Map of Proposed Extended Jurisdiction

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT TO EXTEND THE TERRITORIAL JURISDICTION OF THE UNIVERSITY OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

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 Town Manager to sign an Agreement to Extend the Territorial Jurisdiction of the UNC Department of Public Safety.

This the 18th day of May, 2009.

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

This agreement (“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(a), 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(a), 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(a); and

WHEREAS, North Carolina General Statute 116-40.5(b) 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(a) and to determine the circumstances in which this extension of law enforcement jurisdictional authority may be exercised;

WHEREAS, the Town and UNC-CH wish to amend and restate that certain Agreement to Extend the Territorial Jurisdiction of UNC-CH Department of Public Safety that the parties previously entered into on June 20, 2002;

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(a). UNC-CH officers shall provide notification to the Chapel Hill Police Department as soon as possible whenever exercising this territorial jurisdiction.

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. 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 while participating in joint operations or training with the Chapel Hill Police Department so long as those activities are approved by both the Chief of the Chapel Hill Police Department and the Director of UNC-CH Department of Public Safety.
4. UNC-CH Department of Public Safety officers, while on duty, may exercise all law enforcement powers, including the power of arrest, relating to criminal offenses that occur in the officer's presence, excluding traffic offenses, within an area bounded by: the north side of Rosemary Street, including those properties which are immediately adjacent to the north side of Rosemary Street; the boundary between the Towns of Chapel Hill and Carrboro between Rosemary Street and Cameron Avenue; the south side of Cameron Avenue between the aforementioned boundary and Columbia Street, including those properties which are immediately adjacent to the south side of Cameron Avenue; Columbia Street between Cameron Avenue and Franklin Street, including properties adjacent to both sides of Columbia Street; Franklin Street, between Merritt Mill Road and Henderson Street; and Henderson Street between Franklin Street and Rosemary Street, including those properties which are immediately adjacent to the east side of Henderson Street (see attached map).
5. UNC-CH Department of Public Safety officers may exercise all law enforcement powers, including the power of arrest, over the following property located within the Town of Chapel Hill: (i) the buildings located at 125 West Franklin Street, as depicted in Exhibit A (the buildings commonly known, as of the date of this Agreement, as "Granville Towers"), and (ii) the parking lot located in the 100 block of West Franklin Street depicted in Exhibit A (the property commonly known, as of the date of this Agreement, as the "Granville Towers" parking lot).
6. 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.
7. Nothing in this Agreement shall be construed to limit the scope or extent of the authority and jurisdiction of the UNC-CH Department of Public Safety as provided by North Carolina General Statute 116-40.5.
8. 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.

- 9. This Agreement supersedes all prior agreements between the parties relating to the subject matter hereof.
- 10. This Agreement shall remain in effect until terminated by either party upon written notice to the other party.
- 11. Amendments may only be made to this Agreement upon the written concurrence of both the Town and UNC-CH.

This Contract is between the Town of Chapel Hill and the University of North Carolina at Chapel Hill for the extension of the territorial jurisdiction of the UNC-CH Department of Public Safety.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

SIGNATURE

PRINTED NAME & TITLE

ATTEST

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization

TOWN ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

CHIEF OF POLICE