

**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.

- 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. Suttentfield Nancy D. Suttentfield
 Vice Chancellor for Finance & Administration

Date 6/18/01

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

W. Calvin Horton RDK

Date 06-20-2002

Joy A. Smith, Town Clerk
 June 20, 2002

