

AGREEMENT FOR POLICE COOPERATION AND CAMPUS LAW ENFORCEMENT AGENCY EXTENDED JURISDICTION

This Agreement is between the **City of Greenville**, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "City" and **East Carolina University**, a constituent institution of the University of North Carolina as designated by N.C.G.S. §116-4, hereinafter referred to as the "University."

WHEREAS, the City, pursuant to NCGS §160A-281 and §160A-285, has organized and maintained an accredited City Law Enforcement Agency with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the City of Greenville; and

WHEREAS, the University, pursuant to NCGS §116-40.5(a) has established an accredited Campus Law Enforcement Agency with territorial jurisdiction and law enforcement powers as provided by statute; and

WHEREAS, the City and the University have a close working relationship in the function of law enforcement, which both desire to maintain; and

WHEREAS, the City and the University recognize the need of the Campus Law Enforcement Agency to have an extension of law enforcement authority beyond the boundaries of the campus and other buildings, and property leased by the University as provided by NCGS §116-40.5(b); and

WHEREAS, the City Council has authorized the City Manager to enter into this Agreement to provide a limited extension of the jurisdiction of the Campus Law Enforcement Agency and the Board of Trustees of the University has authorized the Chancellor to enter into this Agreement to provide a limited extension of the jurisdiction of the Campus Law Enforcement Agency;

THEREFORE, in consideration of these mutual interests, NCGS §116-40.5(b) and NCGS §160A-288, the City and the University agree to the following:

1.0 Definitions.

- 1.1. "Campus" shall mean all property owned and/or leased by the University within the corporate limits of the City of Greenville.
- 1.2. "City Law Enforcement Agency" shall mean the Greenville Police Department.
- 1.3. "Head of City Law Enforcement Agency" shall mean the Chief of Police of the City of Greenville.
- 1.4. "Campus Law Enforcement Agency" shall mean the East Carolina University Police Department.
- 1.5. "Head of Campus Law Enforcement Agency" shall mean the Chief/Director of East Carolina University Police.
- 1.6. "Campus Law Enforcement Agency Area of Extended Jurisdiction" shall include the areas as bounded by the area including the streets BEGINNING at the North side of the Tar River where the Greene Street Bridge crosses the Tar River down Greene Street in a southerly direction to Reade Circle then in an ESE direction to Cotanche Street and continuing down Cotanche in a southerly direction until it becomes Charles Blvd, then along Charles Blvd, to S.E. Greenville Blvd, thence along S.E. Greenville Blvd in a northerly direction until S.E. Greenville Blvd. becomes NE Greenville Blvd across the bridge located on the road currently designated as the Highway 264 Bypass to the North side of the Tar River thence along the Tar River in a western direction to the bridge at Greene Street, the point of beginning. See Exhibit A which is attached and incorporated herein by reference as if fully set forth herein.
- 1.7. "Primary Responsibility" shall mean the responsibility to initiate and conclude an investigation with the assistance of the City Law Enforcement Agency.
- 1.8. "Mutual Aid Agreement" shall mean that agreement in effect to provide temporary assistance pursuant to N.C.G.S. §160A-288.
- 1.9. "On-Duty" shall mean the period of time immediately before an officer's scheduled work period, when the officer is driving to work. It also includes the period of time immediately following an officer's work period when the officer is driving from work. An officer must be in radio

contact with the department and must be in uniform with all equipment available in order to be considered on-duty.

2.0 Responsibilities for Campus Law Enforcement Agency and City Law Enforcement Agency for Offenses Committed on Campus.

- 2.1. The City Law Enforcement Agency shares with the Campus Law Enforcement Agency the authority to investigate offenses committed on campus.
- 2.2. Notwithstanding the provisions of paragraph 2.1, the Campus Law Enforcement Agency maintains the authority and primary responsibility to investigate offenses committed on campus.
- 2.3. Notwithstanding the provisions of paragraph 2.1, the City Law Enforcement Agency maintains the authority and primary responsibility to investigate offenses committed within the Campus Law Enforcement Agency Area of Extended Jurisdiction.
- 2.4. Notwithstanding the provisions of paragraph 2.1, the City Law Enforcement Agency has the primary responsibility for investigating parking violations occurring on City streets adjacent to the Campus.
- 2.5. Notwithstanding the responsibilities described in paragraph 2.2, the Head of Campus Law Enforcement Agency, exercising discretionary authority, may request the assistance of the City Law Enforcement Agency in investigating any offense committed on the Campus. This provision has no effect on the obligation of the Campus Law Enforcement Agency to notify the State Bureau of Investigation as required by statute, regulation, directive or policy.
- 2.6. Notwithstanding the primary responsibilities described in paragraphs 2.3 and 2.4, the Head of the City Law Enforcement Agency, exercising discretionary authority, may request that the Campus Law Enforcement Agency assume full responsibility for investigations of any offense, and the Head of the Campus Law Enforcement Agency, exercising discretionary authority, may accept such responsibility.

3.0 Extension of Authority of Campus Law Enforcement Agency Beyond Campus.

- 3.1. The Campus Law Enforcement Agency shall have primary authority for the investigation of offenses as described in paragraph 2.2 although such investigation may require that officers of the Campus Law Enforcement Agency to make inquiries and arrests beyond the perimeter of the Campus in the following cases:

3.1.1. An offense committed on Campus for which the suspect or alleged perpetrator is no longer present on campus, whether or not officers are in active or immediate pursuit; and

3.1.2. An offense alleged to have been committed by a University student in off-campus buildings occupied by students by virtue of their association with an organization given formal recognition by the University Administration.

3.2. When on-duty, officers of the Campus Law Enforcement Agency will have police authority beyond the Campus and within the Campus Law Enforcement Agency Area of Extended Jurisdiction as defined in paragraph 1.6 in the following areas:

3.2.1. The officer has probable cause to believe that the person to be arrested has committed a felony, or

3.2.2. The officer has probable cause to believe that the person to be arrested has committed a misdemeanor in or out of the officer's presence and has probable cause to believe that one of the following conditions exists:

3.2.2.1. The person to be arrested will not be apprehended unless immediately arrested, or

3.2.2.2. The person to be arrested may cause physical injury to self or others unless immediately arrested, or

3.2.2.3. The person to be arrested may damage property of another unless immediately arrested, or

4.0 Privileges, Rights and Immunities.

4.1. While acting in a law enforcement capacity within the corporate limits of the City of Greenville's jurisdiction under the authority of N.C.G.S. §116-40.5(b) and this agreement, officers of the Campus Law Enforcement Agency shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as officers of the City Law Enforcement Agency, in addition to the powers the officers normally possess.

4.2. The City of Greenville, its managers, officers, directors or employees make no assumption of liability or waiver of any sovereignty for the actions taken by the officers of the Campus Law Enforcement Agency while such officers are acting in a law enforcement capacity within the

corporate limits of the City of Greenville's jurisdiction under the authority of N.C.G.S. §116-40.5(b) and this agreement.

- 4.3. The University, its governing board, officers, agents and employees make no assumption of liability or waiver of any sovereignty for the actions taken by the officers of the City Law Enforcement Agency within the corporate limits of the City of Greenville's jurisdiction.

5.0 Terms and Amendments.

- 5.1. This Agreement does not supercede any mutual aid agreement between the City Law Enforcement Agency and the Campus Law Enforcement Agency currently in effect.
- 5.2. Any mutual aid agreement in effect on the effective date of this Agreement shall be read in conjunction with this Agreement and not contrary to the terms of such mutual aid agreement.
- 5.3. This Agreement shall be effective on the date last signed by a signatory to this Agreement.
- 5.4. This Agreement shall remain in force and effect until terminated by either party upon written notice. Such notification shall be effective upon date of receipt by the party not issuing the termination notice. All such investigations, citations, cases and actions opened by the Campus Law Enforcement Agency pursuant to this Agreement shall be completed by the Campus Law Enforcement Agency and so much of this Agreement as needed shall remain in effect until all such cases, investigations, citations, and judicial action are completed and closed.
- 5.5. The parties to this Agreement may amend this Agreement by written concurrence of both parties.

FOR AND ON BEHALF OF
THE CITY OF GREENVILLE

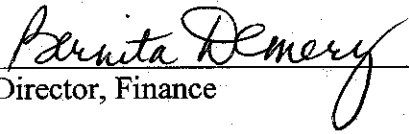
Wayne Bowers
City Manager

DATE: 9-26-06

Attest: Wanda J. Cles
City Clerk

DATE: 9/27/06

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



Director, Finance

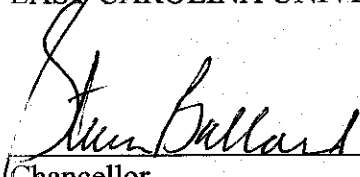
DATE: 9/26/06

Approved as to form:



City Attorney

FOR AND ON BEHALF OF THE BOARD OF TRUSTEES
EAST CAROLINA UNIVERSITY



Chancellor

DATE: 10/10/06



Printed: 9/13/2006
0 370 740 1,480 2,220 2,960
Feet

Proposed ECU Police Coverage Area

