

**AGREEMENT FOR EXPANSION OF TERRITORIAL JURISDICTION
OF NORTH CAROLINA STATE UNIVERSITY POLICE DEPARTMENT**

THIS AGREEMENT ("Agreement") made and entered into on the date as of the last signature below, between by and between North Carolina State University ("University") and the City of Raleigh ("City").

WHEREAS, University has established a law enforcement agency on its campus pursuant to N.C.G.S. § 116-40.5(a) and Chapter 17C of the North Carolina General Statutes ("University Police"); and

WHEREAS, University Police is accredited by the Commission of Accreditation for Law Enforcement, and intends to maintain its accredited status; and

WHEREAS, pursuant to N.C.G.S. § 116-40.5(b) and 160A-288, University may enter into agreements that allow its law enforcement agency to extend the territorial jurisdiction beyond the perimeter of the campus; and

WHEREAS, University has authorized the Chief of University Police to enter into mutual aid agreements with other law enforcement agencies, and City has authorized the Chief of the Raleigh Police Department ("Raleigh Police") to enter into mutual aid agreements with other law enforcement agencies; and

WHEREAS, there has been a close working relationship between University and City in the function of law enforcement, which University and City wish to continue; and

WHEREAS, University and City desire to allow for expanded territorial jurisdiction of University Police officers in certain situations and locations as set forth in this agreement, but not to allow University officers to have general powers to conduct patrol outside of their original territorial jurisdiction under N.C.G.S. § 116-40.5(a).

THEREFORE, in consideration of these mutual interests, this Agreement, along with any and all incorporated attachments, shall define the working relationship between the University Police and the Raleigh Police and the parties agree as follows:

1. **Expansion of Territorial Jurisdiction.** University Police shall have expanded territorial jurisdiction beyond all real property owned by University subject to the following conditions and locations:
 - (a) When University Police officers are conducting an investigation offense alleged to have been committed by a University student in certain off-campus buildings occupied by students by virtue of association with an organization given formal recognition or registration by University. A list

of these buildings is provided in Attachment A to this agreement and is hereby incorporated into this Agreement. This list may be modified or updated at any time upon joint written agreement by the University or its designee and the Chief of Raleigh Police.

(b) When on-duty, University Police officers will have expended territorial jurisdiction beyond real property owned by the University and within the City limits of the City of Raleigh in the following circumstances:

(i) When a University Police officer has in his/her possession an arrest warrant, or has knowledge of an outstanding warrant, charging the individual with an offense that was committed on University-owned property. Prior to serving such a warrant, the University Police officer must contact the on duty Watch Commander with Raleigh Police, who will evaluate the situation and determine the need for assistance of the Raleigh Police. The University Police officers may proceed with the service of the warrant only after receiving the express consent of the Watch Commander. This request may be made verbally, but shall be followed up in written form.

(ii) When the University Police officer has in his/her possession a valid search warrant issued pursuant to a crime committed on University owned property. Prior to serving or executing such a warrant, the University Police Officer must contact the on duty Watch Commander with Raleigh Police, who will evaluate the situation and determine the need for assistance of the Raleigh Police. The University Police officers may proceed with the service of the warrant only after receiving the express consent of the Watch Commander. This request may be made verbally, but shall be followed up in written form.

(iii) When the University Police officer has probable cause to believe an individual has committed a misdemeanor or felony in the University Police officer's presence.

(c) Except as provided for under paragraph 2 this Agreement, University Police officers shall not conduct routine patrol or take enforcement action based on patrol that occurs outside of University-owned property, or any area in which they have original territorial jurisdiction pursuant to N.C.G.S. § 116-40.5.

(d) In addition to the provisions outlined above, University shall have general expended territorial jurisdiction as outlined and agreed to by both University Police and the Raleigh Police. This general expended

territorial jurisdiction is detailed on Attachment B, which is hereby incorporated into this agreement.

- (e) University Police shall establish guidelines, procedures, or rules, in consultation with Raleigh Police, in order to implement the provisions of this Agreement.

2. **Assistance to Raleigh Police.** University Police shall assist Raleigh Police in the following circumstances:

- (a) Upon the request of a supervising official (watch commander, major, deputy chief or chief) with Raleigh Police, University Police officers may assist Raleigh Police in controlling disturbances, affecting an arrest, investigating or apprehending suspects for crimes that involve a breach of the peace, physical injury, theft of or damage to property.

- (b) When acting upon the request of Raleigh Police, pursuant to this section, University Police officers shall have the same territorial and subject matter jurisdiction of a Raleigh Police officer, in accordance with N.C.G.S. § 116-50.4(b).

- (c) City assumes no liability for any actions taken by University Police officers while acting outside their ordinary territorial jurisdiction pursuant to any and all parts of this agreement.

- (d) University assumes no liability for any actions taken by Raleigh Police officers while operating under this agreement.

3. **Term.** The "Term" of the Agreement shall begin on the Effective Date and terminate on December 31, 2016. Thereafter, the Agreement shall be automatically renewed for one (1)-year successive terms, unless terminated by either party.

4. **Termination.** Either party may terminate this agreement with 30 days advance written notice to the other party

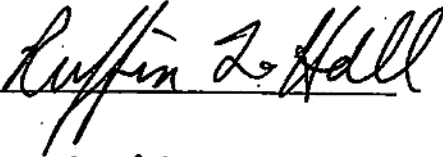
5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and no other representations, warranties or agreements whether written or oral shall be binding on either of the parties. All changes, additions or deletions to this Agreement shall be in writing and can only be amended by the mutual consent of both parties' authorized representatives.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, as of the Effective Date below.

NORTH CAROLINA STATE UNIVERSITY

CITY OF RALEIGH

By: 

By: 

Name: Charles D. Leffler

Name: Ruffin L. Hall

Title: Vice Chancellor
For Finance and Business

Title: City Manager

Date: 1/7/14

Date: 2/19/14