

MEMORANDUM OF UNDERSTANDING/MUTUAL ASSISTANCE
AGREEMENT

This Memorandum of Understanding/Mutual Assistance Agreement (the "Agreement") is entered into and made effective this _____ day of _____, 2013, by and between the City of Crossville, Tennessee a municipal corporation of the State of Tennessee, Crossville Police Department (CPD) and Cumberland County Center, an institution within the Tennessee Board of Regents system ("Institution").

WITNESSETH:

WHEREAS, pursuant to applicable laws, and as further defined in this Agreement, the parties are each charged with enforcement of the laws of the State of Tennessee and Cumberland County, Tennessee ordinances, and with respect to the Institution only, the Tennessee Board of Regents and Institution policies, procedures, rules and regulations;

WHEREAS, the Crossville Police Department, (CPD) is responsible for law enforcement in the City of Crossville in Cumberland County, Tennessee, and Roane State Police Department ("RSPD") is responsible for law enforcement in and around the Institution's Campus as located at 2567 Cook Road Crossville, TN 38571 as an agency of the Institution; and

WHEREAS, the parties desire to clarify their roles and responsibilities regarding law enforcement and jurisdiction both on and off The Campus, and to enter into this Agreement, as authorized pursuant to Tennessee Code Annotated §§ 49-7-118 and 12-9-104.

NOW, THEREFORE, in consideration of the premises recited herein and the mutual covenants contained herein, the parties agree to the following:

1. Mutual Assistance/Jurisdiction. As set forth hereinafter, the parties agree to timely and reasonably assist one another in the enforcement of applicable state and local laws, regulations and ordinances in and around The Campus.

The CPD shall also be responsible for the enforcement of applicable laws, regulations and ordinances in all other areas within their jurisdiction.

2. Duties and Law Enforcement.

a. RSPD Services.

RSPD will have primary responsibility for maintaining order on the Campus and as limited by available personnel; RSPD shall patrol and timely and reasonably respond to requests for police assistance and/or reports of criminal activity within the Campus. RSPD shall provide assistance to CPD in and around the Campus upon reasonable request from the CPD. If a RSPD officer witnesses or is alerted to the commission of a crime outside of the Campus, RSPD shall take any and all necessary and appropriate action(s) to prevent further harm or risk of injury to others, including, but not limited to, direct intervention, pursuit, arrest, and/or report to CPD. The procedures and means by which RSPD provides its police services, including staffing or personnel and shift scheduling, shall be in the sole and absolute discretion of RSPD. Notwithstanding the provisions of this Paragraph 2.a., RSPD shall respond to parking violations, traffic violations, and accidents pursuant to the terms set out below.

b. CPD Services.

CPD shall patrol and timely and reasonably respond to requests for police assistance and/or reports of criminal activity within the RSPD's jurisdiction, including the Campus. If a CPD Officer witnesses or is alerted to the commission of a crime within the Campus, CPD shall take any and all necessary and appropriate action(s) to prevent further harm or risk of injury to others, including, but not limited to, direct intervention, pursuit, arrest, and/or report to RSPD. The RSPD shall provide assistance to CPD upon reasonable request from the CPD, subject to staffing constraints. The procedures and means by which CPD provides its police services, including staffing or personnel and shift scheduling, shall be in the sole and absolute discretion of CPD. Notwithstanding the provisions of this Paragraph 2.b., CPD shall respond to parking violations, traffic violations, and accidents pursuant to the terms set out below.

c. **Parking Violations.** Both RSPD and CPD may issue traffic citations for violations of parking regulations on public streets, if any, located within the Campus. CPD shall also be responsible for the enforcement of parking regulations outside of the Campus and may call upon RSPD for aid or assistance involving parking violations in and around the Campus, as needed, and subject to staffing constraints.

d. **Traffic Violations.** Both RSPD and CPD shall have responsibility for enforcement of traffic regulations on city streets located within the Campus, if any, including issuance of traffic summons for moving violations. Both CPD and RSPD may call upon the other for aid or assistance involving traffic situations within the Campus, as needed, to protect the public. CPD shall also be responsible for the enforcement of traffic regulations outside of Enforcement Area and may call upon RSPD for aid or assistance involving traffic situations in and around the Campus, as needed, to protect the public, and subject to staffing constraints.

e. Vehicular Accidents. Both RSPD and CPD may investigate vehicular accidents occurring on any public streets within the Campus and may issue Tennessee Uniform Traffic Crash Reports and traffic summons for moving violations associated with vehicular accidents occurring within the Campus. If the accident involves a serious bodily injury or a fatality and the RSPD responds, RSPD shall notify and request aid and assistance from CPD, which shall respond in a timely manner. Both CPD and RSPD shall provide aid or assistance in investigating vehicular accidents occurring within the Campus, if requested by the other. The RSPD's obligation to respond to such a request for assistance shall be subject to availability of personnel. The services of the Tennessee Highway Patrol may also be requested by either CPD or RSPD. CPD shall also be responsible for the investigation of traffic accidents and may issue Tennessee Uniform Traffic Crash Reports and traffic summons for moving violations associated with vehicular accidents occurring outside of the Campus, but may request RSPD's assistance when deemed necessary and reasonable.

3. Emergencies. When RSPD receives an emergency call from anywhere on Campus, RSPD will respond to the call. Such response may include contacting any available Fire Department for fire or medical assistance or any other agency as deemed necessary. Subject to the terms of the preceding sentence, CPD shall respond to all emergency calls received by it requiring police services or assistance, including emergency calls concerning or relating to the Campus.

In the event that CPD responds to an emergency call concerning property located in or around the Campus, CPD shall contact RSPD and may request assistance; and RSPD shall immediately respond to provide such assistance as necessary, subject to availability of personnel. Either party shall respond in a timely manner to a request for aid or assistance made by the other.

In the event RSPD officers are required to operate their vehicles in an emergency mode outside of the Campus, RSPD shall advise CPD dispatch as to the nature of the emergency and the route taken by the RSPD officer. For purposes of this Agreement, emergency mode includes, but is not limited to: pursuit of a criminal or suspect, responding to a report of criminal activity, responding to a traffic accident involving serious bodily injury, responding to any other request where the public's immediate health, safety or welfare is in danger.

4. Information Sharing and Information. Investigative information and intelligence on matters of mutual concern will be delivered by the agency receiving such information to the other agency in a timely manner. Mutual assistance, or other expertise as required, may be requested. RSPD may be called on to participate in various CPD unsolved homicides, drug interdiction or drug enforcement or area burglary where RSPD has a direct interest or its expertise is needed.

Institution shall transmit to CPD information involving criminal acts occurring within the Campus, when such information is required to be reported pursuant to state and/or federal reporting requirements, for inclusion in CPD's applicable criminal reports.

CPD shall retain primary responsibility for the investigation of the criminal acts reported to them pursuant to this Paragraph 4.

5. Reliability of Response. The parties agree that adherence to the terms of this Agreement will permit each agency to reasonably rely on the other for assistance as stated herein and should help to insure that all calls to the CPD and/or RSPD receive an appropriate and reliable response. This assistance should benefit both agencies in control and prevention of crimes in the Campus area.

6. Party Responsibility. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to permit either party to reduce its staffing in such a way to unreasonably interfere with its law enforcement duties and responsibilities.

7. Legal Status and Liability. Pursuant to Tennessee Code Annotated §49-7-118(e)(2), when acting pursuant to this Agreement, RSPD and CPD officers shall have the same legal status and immunity from suit as officers of the agency the officer is assisting and shall be covered by the liability insurance policy of the agency of the officer's regular employment.

Notwithstanding any provision found herein to the contrary, the parties acknowledge that CPD and RSPD are separate and distinct entities and that neither shall be deemed to be the agent of the other. The parties hereby agree that the acts or omissions of either party shall not be attributable to the other party.

8. Effective Date, Amendment and Termination. This Agreement shall be effective upon execution by an authorized representative of each party hereto and may be amended at any time by written agreement executed by authorized representatives of each party. Further, this Agreement may be terminated by either party upon thirty (30) days prior written notification to the other party.

9. Severability. The terms of this Agreement are severable, and should any term be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term hereof.

10. Conformance With Law. The parties shall at all times during the term of this Agreement strictly adhere to all applicable Federal, State, and local laws and implementing regulations relating in any way to their performance under this Agreement.

11. Notices. Any notice required or permitted to be served under this Agreement shall be in writing and shall be personally served or sent by U.S. certified mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished, in writing to the other party. Such notice shall be deemed to have been given when deposited in the mail with the United States Postal Service.

Institution:

Chris Whaley, President
276 Patton Lane
Harriman, TN 37748

City:

City Manager
City of Crossville
392 N. Main St.
Crossville, TN 38555

12. **Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and preference of the parties and are not intended to in any way define, limit, or describe the scope of this Agreement.
13. **Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings.
14. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties and their legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement without the written permission of the other party, such permission not to be unreasonably withheld.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
16. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the parties' duly authorized representatives on the dates indicated.

Roane State Community College

City of Crossville

By: _____

By: J. H. Graham, III _____

Title: _____

Title: Mayor _____

Date: _____

Date: _____