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Document No. C-13-0228

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into on this 15th day of April, 2013, by and between the **KNOXVILLE POLICE DEPARTMENT** (hereinafter "KPD"), and **THE UNIVERSITY OF TENNESSEE POLICE DEPARTMENT** (hereinafter "UT").

WITNESSETH:

WHEREAS, the parties are each charged with enforcement of the laws of the State of Tennessee; and

WHEREAS, jurisdiction of the two agencies often overlap; and

WHEREAS, in order to clarify the role and duties of each agency, the parties enter into this Memorandum of Understanding.

FROM AND AFTER EXECUTION OF THIS DOCUMENT, KPD and UT will follow the guidelines set forth in the Memorandum of Understanding.

1. **Parking Citations.** Both KPD and UT will issue parking violation citations for violation of parking regulations on all city maintained streets within the University area. The term "University area" shall have the following boundaries whenever used herein: Dale Avenue on the North; Neyland Drive on the South; Concord Street on the West; and Henley Street on the East. "University area" shall also include other residential areas and properties of the University of Tennessee as agreed upon by the KPD Chief of Police and the UT Chief of Police.

2. **Traffic Regulations.** Both KPD and UT will enforce traffic regulations in the University area and the area immediately surrounding off-campus University housing units, with UT taking an active role in traffic enforcement in all areas of the University within the jurisdiction of the City of Knoxville. This effort can be enhanced through cooperation with KPD and its overall highway safety plan.

3. **DUI Arrests.** Both KPD and UT will make DUI arrests within the University area. Upon request from UT, KPD will provide assistance, including alcohol/drug testing equipment and operators, prisoner transport, and any other support essential to the completion of the arrest. Upon request from UT, KPD will provide necessary training of UT officers on blood alcohol concentration breath testing equipment, and provide assistance with maintenance and calibration of said equipment.

4. **Traffic Accidents on University Property.** UT will investigate vehicular accidents on University property (as distinguished from the University area), except KPD will investigate all vehicular accidents involving fatalities or accidents likely to result in death. KPD will investigate all vehicular accidents on city property in the University area.

5. **Emergency Calls.** When UT receives an emergency call from anywhere on University property, UT will respond to the call. UT will notify the E-911 center any time UT police are operating their vehicles in an emergency mode within the jurisdiction of the City of Knoxville and advise the E-911 center as to the nature of the emergency call. The E-911 center will transmit this information to KPD patrol division personnel operating on designated radio frequencies, and if the emergency is one listed in Article 7, KPD will

respond simultaneously with UT. This section shall not apply to routine traffic stops requiring use of a police cruiser's emergency lights and siren.

6. **911 Routing and Response Designation.** (a) The E-911 center will route all calls concerning incidents on University property to UT. UT will respond, and, except as otherwise provided herein, UT will have sole responsibility to investigate crimes and emergencies occurring on University property. If the crime or emergency is one listed in Article 7, E-911 will simultaneously notify KPD, and KPD will also respond to the call and will have primary responsibility to investigate, and if necessary, prosecute.

(b) UT and the E-911 center will route all calls concerning incidents on city property in the University area to KPD. KPD will respond and investigate all crimes and emergencies occurring on city property, including incidents involving UT students.

(c) All suspect information will be relayed to the respective police departments as soon as possible:

- (1) UT dispatchers will contact E-911 dispatchers and provide information, i.e., descriptions of persons, vehicles, and any other pertinent information related to felony calls in the University area, and
- (2) E-911 dispatchers will contact UT dispatchers and provide the same information related to any in-progress felony call or any active in-progress call in the University area that necessitates a response by KPD.

7. **Crimes Against Persons.** In accordance with Articles 5 and 6 above, UT will respond to all emergency calls on University property regardless of the nature of the incident. However, if the incident involves a crime listed below, KPD will simultaneously respond and have primary responsibility to investigate the following crimes on University property:

- (a) Violations of the Racketeer Influenced and Corrupt Organization Act of 1989, TENN. CODE ANN. § 39-12-201, *et seq.*
- (b) Aggravated assault and vehicular assault, as defined in TENN. CODE ANN. §§ 39-13-102 and 106.
- (c) Criminal homicide, first degree murder, second degree murder, voluntary manslaughter, criminally negligent homicide, vehicular homicide, and viable fetus as victim, as defined in TENN. CODE ANN. §§ 39-13-201 and 202 and §§ 39-13-210 through 214.
- (d) Kidnapping, aggravated kidnapping, and especially aggravated kidnapping, as defined in TENN. CODE ANN. §§ 39-13-303 through 305.
- (e) Aggravated robbery and especially aggravated robbery, as defined in TENN. CODE ANN. §§ 39-13-402 and 403.
- (f) Arson, aggravated arson, and related crimes, as defined in TENN. CODE ANN. §§ 39-14-301 through 306.
- (g) Especially aggravated burglary, as defined in TENN. CODE ANN. § 39-14-404.

UT will investigate all other crimes set out in the Tennessee Code. However, any crime resulting in serious bodily injury or requiring hospitalization will be reported to KPD, and, upon request from UT, KPD will provide technical assistance (i.e., crime lab, breathalyzer, etc.). Pursuant to TENN. CODE ANN. § 49-7-129(c), UT shall lead any investigation of any aggravated rape, rape, aggravated sexual battery, sexual battery, statutory rape, and limited spousal exclusion, as defined in TENN. CODE ANN. §§ 39-13-501 through 507. In the event UT requests additional services from the KPD, KPD will provide, upon proper notification, all necessary support services in assistance of UT's investigation. Said additional services may include the creation of a joint task force to assist in execution of TENN. CODE ANN. § 49-7-129(c).

8. **Maintaining Order.** UT will have primary responsibility for maintaining order on University property, and, when requested, KPD will assist.

9. **Crisis Intervention.** UT will handle all crisis intervention on University property with assistance to be provided by KPD, as requested, (i.e., Special Operations Squad, K-9 Detail, Emergency Response Team, and Hostage Negotiations).

10. **Systematic Reporting.** Refer to Article 6.

11. **Investigative Intelligence.** Investigative information on matters of mutual concern will be delivered by the department receiving such information to the other department (i.e., hate crimes/groups, cults, gangs, narcotics, etc.). To the extent allowed by law, KPD will share with UT information received from the Tennessee Sexual Offender Registry or otherwise pursuant to Tennessee Code Annotated Title 40, Chapter 39. UT agrees to protect the confidentiality of this information as required by law. For purposes of crime tracking and mapping, UT will share information regarding all criminal incidents in the University area with KPD in a timely manner, which information includes the nature of the incident, time, date, address, etc.

12. **Reliability of Response.** Adherence to the guidelines set out in this Memorandum of Understanding will allow each agency to rely on the other for assurance that all calls receive appropriate and reliable response.

13. **Prosecution of Cases.** All cases involving prosecution will be the primary responsibility of the agency conducting the investigation, and if the other agency is involved, such agency's cooperation and assistance will be given.

14. **Evidence Control.** The agency responsible for the investigation of any incident will have the responsibility of maintaining the integrity of all evidence.

15. **Crime Prevention.** UT will provide an officer as a contact person to assist KPD in crime prevention programs in and about the University property. This assistance will benefit both agencies in control and prevention of crime.

16. **Use of Training and Education Facilities.** KPD will provide to UT access to its firearms training and safety education facilities, as available, subject to the same restrictions placed on other law enforcement agencies.

17. **Vehicle Impoundment.** Impoundment of vehicles by UT shall be governed by Knoxville Police Department General Order 3.3, including use of the area wrecker service pursuant to contract with the City of Knoxville and use of the Vehicle Impound Lot. Vehicles impounded by UT and taken to the Vehicle Impound Lot shall be processed in the same manner as vehicles impounded by KPD.

18. **Death occurring on University Property.** In the event of a death occurring on University of Tennessee property, responsibility for notification of next-of-kin will be determined as follows:

a) Where the death is related to an event for which KPD has the primary responsibility to investigate, as set forth in Article 7, KPD personnel will be responsible for notifying the deceased's next-of-kin, in accordance with then-current KPD standard operating procedures. Likewise, media notification and release of the deceased's name will be the responsibility of KPD's Public Information Officer or his/her designee, in

accordance with then-current KPD standard operating procedures and in consultation with UT.

b) In the event of a natural or non-criminal death, or a death that is related to an event for which KPD does not have the primary responsibility to investigate, UT personnel will be responsible for notifying the deceased's next-of-kin, and media notification and release of the deceased's name will be the responsibility of UT, in consultation with KPD.

19. Amendment or Termination. This Memorandum of Understanding may be amended at any time by written agreement of the parties. It may be terminated by either party upon thirty days' written notice to the other party.

This Memorandum of Understanding is executed on the day and date first above written by the respective agencies.

APPROVED AS TO FORM:



CHARLES W. SWANSON
LAW DIRECTOR




DAVID B. RAUSCH, CHIEF
KNOXVILLE POLICE DEPARTMENT



TROY LANE, CHIEF
UNIVERSITY OF TENNESSEE
POLICE DEPARTMENT

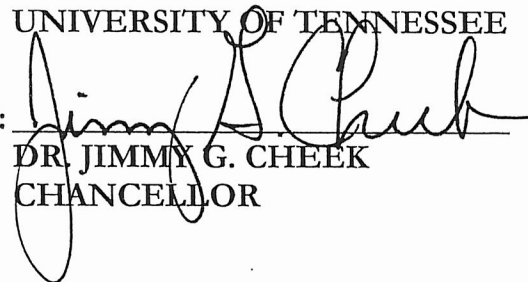
CITY OF KNOXVILLE

BY:


MADELINE ROGERO
MAYOR

UNIVERSITY OF TENNESSEE

BY:


DR. JIMMY G. CHEEK
CHANCELLOR