

MEMORANDUM OF UNDERSTANDING/MUTUAL ASSISTANCE
AGREEMENT

This Memorandum of Understanding/Mutual Assistance Agreement (the "Agreement") is entered into and made effective this 14th day of Dec., 2016, by and between the City of Knoxville, Tennessee a municipal corporation of the State of Tennessee, the Police Department and the Pellissippi State Community College, Knoxville Campus, 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 City of Knoxville, Tennessee ordinances, and with respect to the Institution only, the Tennessee Board of Regents and Institution policies, procedures, rules and regulations;

WHEREAS, the Knoxville Police Department (KPD) is responsible for law enforcement in the City of Knoxville, Tennessee, and Pellissippi State Police Department ("PSPD") is responsible for law enforcement in and around the Institution's Campuses as located at 3435 Division Street, 1610 E. Magnolia Avenue, 7201 Strawberry Plains Pike in Knoxville, TN 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 KPD 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. PSPD Services.

PSPD will have primary responsibility for maintaining order on the Campus and as limited by available personnel; PSPD shall patrol and timely and reasonably respond to requests for police assistance and/or reports of criminal activity within the Campus. PSPD shall provide assistance to KPD in and around the Campus upon reasonable request from the KPD. If a PSPD officer witnesses or is alerted to the commission of a crime outside of the Campus, PSPD 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 KPD. The procedures and means by which PSPD provides its police services, including staffing or personnel and shift scheduling, shall be in the sole and absolute discretion of PSPD. Notwithstanding the provisions of this Paragraph 2.a., PSPD shall respond to parking violations, traffic violations, and accidents pursuant to the terms set out below.

b. KPD Services.

KPD shall patrol and timely and reasonably respond to requests for police assistance and/or reports of criminal activity within the PSPD's jurisdiction, including the Campus. If a KPD officer witnesses or is alerted to the commission of a crime within the Campus, KPD 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 PSPD. The PSPD shall provide assistance to KPD upon reasonable request from the KPD, subject to staffing constraints. The procedures and means by which KPD provides its police services, including staffing or personnel and shift scheduling, shall be in the sole and absolute discretion of KPD. Notwithstanding the provisions of this Paragraph 2.b., KPD shall respond to parking violations, traffic violations, and accidents pursuant to the terms set out below.

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

d. Traffic Violations. Both PSPD and KPD 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 KPD and PSPD may call upon the other for aid or assistance involving traffic situations within the Campus, as needed, to protect the public. KPD shall also be responsible for the enforcement of traffic regulations outside of Enforcement Area and may call upon PSPD 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 PSPD and KPD 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 PSPD responds, PSPD shall notify and request aid and assistance from KPD, which shall respond in a timely manner. Both KPD and PSPD shall provide aid or assistance in investigating vehicular accidents occurring within the Campus, if requested by the other. The PSPD'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 KPD or PSPD. KPD 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 PSPD's assistance when deemed necessary and reasonable.

3. Emergencies. When PSPD receives an emergency call from anywhere on Campus, PSPD 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, KPD 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 KPD responds to an emergency call concerning property located in or around the Campus, KPD shall contact PSPD and may request assistance; and PSPD 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 PSPD officers are required to operate their vehicles in an emergency mode outside of the Campus, PSPD shall advise KPD dispatch as to the nature of the emergency and the route taken by the PSPD 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. PSPD may be called on to participate in various KPD unsolved homicides, drug interdiction or drug enforcement or area burglary where PSPD has a direct interest or its expertise is needed.

PSPD and KPD shall transmit to each other 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 KPD/PSPD applicable criminal reports. Both agencies will work under Section 49-7-129. (a) This act shall be known and may be cited as the "Robert 'Robbie' Nottingham Campus Crime Scene Investigation Act of 2004". It shall be the duty of each law enforcement agency to participate in a joint

investigation of the death or alleged rape. In the case of a medically unattended death, the KPD shall lead the investigation. In the case of an alleged rape, the PSPD shall lead the investigation. PSPD shall have primary jurisdiction during any other investigation occurring within the institution's boundaries.

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 KPD and/or PSPD 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, PSPD and KPD 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 KPD and PSPD 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:

**Dr. L. Anthony Wise, President
Pellissippi State Community College
10915 Hardin Valley Road
Knoxville, TN 37933**

City:

**Chief David Rausch
Knoxville Police Department
800 Howard Baker Jr Avenue
Knoxville, TN 37915**

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.

Pellissippi State Community College

City of Knoxville

By: [Signature]
Title: [Signature]
Date: 12/16/16

By: [Signature]
Title: CHIEF OF POLICE
Date: 010317

APPROVED AS TO FORM:

[Signature]
Law Director, City of Knoxville
1-10-17
Date