

## Agenda Item A.1

### EXECUTIVE SUMMARY

**MEETING DATE:** February 17, 2023

**SUBJECT:** Extension of FSU Department of Police and Public Safety Jurisdiction

**BACKGROUND:** The Board of Trustees of a constituent institution of the University of North Carolina after having established a campus law enforcement agency may enter into joint agreements with a municipality to extend the law enforcement authority of campus police officers into any or all of the municipality's jurisdiction and to determine the circumstances in which this extension of authority may be granted.

The territorial jurisdiction of a campus police officer includes all property owned or leased to the University and that portion of any public road or highway passing through such property or immediately adjoining it.

At its January 26, 2023 meeting, the Fayetteville City agreed to authorize sworn members of the FSU Department of Police and Public Safety (FSU DPPS) to exercise all the powers of a law enforcement officer within the City's jurisdiction, and beyond the FSU DPPS's Territorial Jurisdiction, when on-duty and carrying a badge of authority identifying them as a sworn officer of the FSU DPPS, to respond to or assist with law enforcement as described in the attached draft agreement.

**MOTION:** I move that the Board of Trustees approve the University's request to enter into an agreement with the City of Fayetteville which would authorize sworn members of the FSU Police and Public Safety Department to exercise all the powers of a law enforcement officer within the City's jurisdiction, and beyond the FSU Police and Public Safety Department's Territorial Jurisdiction,

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Supporting Document(s) Included: (1) DRAFT Agreement between FSU and City of Fayetteville  
(2) Maps of FSU Current Territorial Jurisdiction

Reviewed by: Wanda L. Jenkins  
General Counsel and Vice Chancellor for Legal, Audit, Risk and Compliance  
Date: February 7, 2023

**DRAFT**

AGREEMENT PROVIDING EXTENDED JURISDICTION TO  
FAYETTEVILLE STATE UNIVERSITY DEPARTMENT OF POLICE AND PUBLIC SAFETY

This agreement is entered into between Fayetteville State University, hereinafter referred to as "FSU," and the City of Fayetteville, hereinafter referred to as the "City," collectively referred to as the "Parties."

**WHEREAS**, FSU has an established Department of Police and Public Safety and employs campus police officers ("FSU Department of Police & Public Safety") pursuant to North Carolina General Statute §116-40.5(a); and

**WHEREAS**, North Carolina General Statute §116-40.5(a); has defined the Territorial Jurisdiction of a campus police officer as all property owned or leased to the institution employing the campus police officer and that portion of any public road or highway passing through or immediately adjoining such property ("Territorial Jurisdiction"); and

**WHEREAS** there has been a close working relationship between FSU and the City in the function of law enforcement, which both wish to maintain and enhance; and

**WHEREAS**, criminal actions may originate from, migrate to, or otherwise: affect the safety of the FSU campus, and require time-sensitive responses, investigations and follow-up by the FSU Police and Public Safety beyond their Territorial Jurisdiction; and

**WHEREAS**, FSU and the City recognize the need of the FSU Police and Public Safety to extend its law enforcement authority beyond the Territorial Jurisdiction: and

**WHEREAS**, pursuant to North Carolina General Statute §116-40.5(b), FSU may enter into an agreement with the City to extend the law enforcement authority of FSU Police and Public Safety beyond the Territorial Jurisdiction; and

**THEREFORE**, in consideration of these mutual interests, FSU and the City agree to the following terms and understandings:

1. Pursuant to North Carolina General Statute §116-40.5(a), campus police officers employed by FSU are certified by the State of North Carolina criminal justice officers and have all the powers of law enforcement officers within the Territorial Jurisdiction. A map is attached to this Agreement that shows, as of the date of this Agreement, FSU's property/campus where FSU Police exercise the powers conferred under North Carolina General Statute §116-40.5(a) and defined herein as the Territorial Jurisdiction. This Territorial Jurisdiction is subject to change consistent with changes to the real property owned by or leased to FSU.
2. Nothing in this Agreement limits the Territorial Jurisdiction of FSU Police and Public Safety as provided in North Carolina General Statute §116-40.5(a).
3. North Carolina General Statutes §15A-402(b)(c) and §160A-286 establishes the Territorial Jurisdiction of municipal police officers as that area lying within the corporate limits of the City in which they serve, the area within one mile of the city limits; and on any property or right-of-way that the municipality owns or leases.

4. Nothing in this Agreement alters the jurisdiction of the Fayetteville Police Department.
5. Sworn members of the FSU Department of Police and Public Safety shall be authorized to exercise all the powers of a law enforcement officer within the City's jurisdiction, and beyond the FSU Police Department's Territorial Jurisdiction, when on-duty and carrying a badge of authority identifying them as a sworn officer of the FSU Department of Police and Public Safety, to respond to or assist with law enforcement, including but not limited to:
  - a. Misdemeanor or felony crimes committed in their presence;
  - b. Attempting to locate an individual suspected of having just committed a criminal offense within their Territorial Jurisdiction;
  - c. To pursue an investigation of a person for a criminal offense committed in the Territorial Jurisdiction even when there was not an immediate and continuous pursuit of the suspect from the Territorial Jurisdiction;
  - d. To conduct follow-up investigations of a person for a criminal offense committed in the Territorial Jurisdiction;
  - e. To conduct community caretaking functions, such as welfare checks on FSU employees and students;
  - f. Attempting to locate an individual who is wanted by the Fayetteville Police Department or other law enforcement agency (if the individual is arrested, FSU Department of Police and Public Safety shall request that officers of the Fayetteville Police Department respond and assume custody);
  - g. Individual situations requiring a law enforcement response in which the City requests or is reasonably believed to need backup or immediate assistance;
  - h. The observation of an incident giving rise to probable cause to believe that a person is operating a motor vehicle in a manner that presents immediate threat to the welfare and safety of the community;
  - i. Assisting temporarily upon request of the municipal police with traffic related issues, including traffic direction, vehicle crashes and the issuance of parking citations; and
  - j. To investigate activities that potentially jeopardize the safety of the FSU Community.
6. To the maximum extent allowed by law, including but not limited to the NC Tort Claims Act, OS Section 143-291, et seq., and without waiver of its sovereign immunity, FSU shall defend, indemnify, and save harmless the City, its officers, officials, agents and employees from and against all claims, judgements, damages; losses, demands, liabilities; fines, penalties, settlements and expenses that may arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of FSU, or anyone directly or indirectly employed by them.

7. Nothing in this Agreement limits the authority of the Chief of the FSU Department of Police and Public Safety and the Chief of the Fayetteville Police Department to enter into temporary mutual aid agreements in accordance with North Carolina General Statute §160A-288.
8. The effective date of this Agreement shall be the last date of signature below. This Agreement shall remain in effect; with necessity of renewal, until terminated in writing by either of the Parties.
9. This Agreement shall supersede all previous agreements between FSU and the City related to extended jurisdiction.
10. Either Party may terminate this Agreement upon written notice to the other. Notices pursuant to this section will be sent to the addresses below, or such others as either party may provide in writing. Such notices shall be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax, with printed confirmation of receipt, or by certified mail return receipt requested.

For FSU:           Chancellor Darrell T. Allison  
                          Office of the Chancellor  
                          1200 Murchison Rd.  
                          Fayetteville, NC 28301

For the City:    City Manager Douglas J. Hewett  
                          City Manager's Office  
                          433 Hay Street  
                          Fayetteville, NC 28301

1. Amendments to this Agreement may be made upon Written agreement of both Parties.

For and on behalf of  
The City of Fayetteville

For and on behalf of  
Fayetteville State University

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Douglas J. Hewett  
City Manager

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Darrell T. Allison  
Chancellor

Attractions

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Pharmacies

ATMs



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