

MEMORANDUM OF UNDERSTANDING
HARRISONBURG POLICE DEPARTMENT AND
JAMES MADISON UNIVERSITY POLICE DEPARTMENT

This Memorandum of Understanding is entered into on the _____ day of October, 2014, by and between the Harrisonburg Police Department and the James Madison University Police Department in order to establish concurrent jurisdiction by those Departments in designated areas within the City of Harrisonburg.

RECITALS:

- A. By Memorandum of Agreement dated April 11, 2003, the Harrisonburg Police Department (HPD) and the James Madison University Police Department (JMU PD) (collectively referred to herein as the “Departments”) agreed to certain measures to better enable the Departments and their respective officers to respond to public safety issues and order maintenance problems in the area of the City surrounding the campus of James Madison University (JMU), and those areas having the largest concentration of JMU students who live and socialize off campus. Those areas were defined in the Memorandum of Agreement dated April 11, 2003 as the “Cooperative Patrol Area”.
- B. Due to the significant growth in the student population of JMU and the corresponding expansion of those areas in the City with large concentrations of JMU students, the Departments recognize the need to expand the Cooperative Patrol Area previously established and to reinstate the rights, duties, and responsibilities of the Departments related thereto.

C. By undertaking a joint patrol effort the Departments will provide an increased police presence and enhanced response to calls for service in the Cooperative Patrol Area, making the area safer for all citizens living or traveling within. The following policies and procedures have been agreed upon by both Departments for the implementation of this cooperative effort.

UNDERSTANDING:

1. The Cooperative Patrol Area shall now be all areas within the corporate limits of the City of Harrisonburg.
2. The HPD and the JMU PD will jointly request the Harrisonburg City Council to petition the Rockingham County Circuit Court to enter an order granting concurrent jurisdiction within the Cooperative Patrol Area to HPD officers and to JMU PD officers who have been appointed as such pursuant to Virginia Code Section 23-233, except that JMU PD officers will not have authority to execute civil process.
3. JMU PD officers will receive no additional compensation by virtue of the granting of jurisdiction within the Cooperative Patrol Area. For purposes of the Virginia Workers' Compensation Act and related employee benefit determinations, and for purposes of determining civil liability for their actions, JMU PD officers will continue to be considered employees of JMU.
4. While performing their normal patrol duties as members of JMU PD, JMU PD officers will respond to observed violations of both traffic laws and other violations of State criminal and City criminal ordinances. Officers of both Departments will operate under their respective departmental chains of command. The Chiefs of the Departments will develop all necessary provisions and protocols to govern the day to day patrol areas and responses of the JMU PD officers within the Cooperative Control Area.

5. Upon observing a crime in progress within the Cooperative Patrol Area, the JMU PD officers will take prompt action, but will immediately notify the HPD. A written report of the crime and action taken will be completed by the JMU PD officer on the HPD incident report, and forwarded to the HPD by the end of the JMU PD officer's shift.
6. When the JMU PD officers observe traffic violations within the Cooperative Patrol Area, they will take prompt action, in accordance with their departmental procedures, giving assistance, issuing warnings or uniform traffic summonses as appropriate. The JMU PD officers will also assist with traffic control and/or investigate motor vehicle crashes within the Cooperative Patrol Area as requested by the HPD and as resources of the JMU PD permit. Motor vehicle crashes that require reporting will be documented on the DMV FR 300 report, and a copy forwarded to the HPD.
7. The HPD Chief and the JMU PD Chief or their designee's will cooperatively plan, and make assignments for special events and activities which may require increased law enforcement services. The JMU PD officers may serve on patrol duty within the Cooperative Patrol Area during these events and activities, and may exercise their full law enforcement powers within the Cooperative Patrol Area when so assigned.
8. The City of Harrisonburg and James Madison University are parties to a "Law Enforcement Assistance Plan - Mutual Aid Agreement." This Memorandum of Understanding is not intended to affect the Mutual Aid Agreement. In the event the Mutual Aid Agreement is activated, its provisions will govern in case of any conflict with this Memorandum of Understanding.
9. Either party to this Memorandum of Understanding may terminate it upon 60 days written notice to the other party. The terminating party will then petition the court to revoke the grant

of concurrent jurisdiction to the JMU PD officers. If a modification is sought, both parties must agree and endorse an order to the Rockingham County Circuit Court.

This document is signed by the HPD Chief and the JMU Chief on behalf of their respective departments as agreement to the described policies and procedures this _____ day of October, 2014.

Stephen Monticelli, Chief of Police
Harrisonburg Police Department

Lee Shifflett, Chief of Police
James Madison University Police Department