

AGREEMENT FOR CAMPUS POLICE JURISDICTION AND AUTHORITY

between the

CITY OF OKLAHOMA CITY

and the

Board of Regents of OKLAHOMA CITY COMMUNITY COLLEGE

THIS AGREEMENT made and entered by and between the Board of Regents of Oklahoma City Community College, hereinafter referred to as "OCCC," on behalf of the Oklahoma City Community College Campus Police Department, hereinafter referred to as "OCCC CAMPUS POLICE," and the City of Oklahoma City, a municipal corporation, hereinafter referred to as "CITY."

OCCC owns, leases and rents real property, buildings and other improvements within the corporate city limits of the CITY, hereinafter referred to as "OCCC PROPERTY;" and

OCCC and the CITY have duly established and authorized police departments for the purpose of providing police protection for property and persons within each of its own jurisdictional areas, although the OCCC does also have armed security guards employed as campus security; and

The jurisdiction of OCCC, hereinafter referred to as "CAMPUS JURISDICTION" includes real property, buildings and other improvements owned, leased or rented by OCCC as its primary Oklahoma City, Oklahoma campus; and

OCCC has statutory authority to conduct certain law enforcement activities on its property and therefore, seeks to conduct certain law enforcement along with the CITY in and around OCCC PROPERTY, hereinafter referred to as the "CONCURRENT JURISDICTION;" and

The Oklahoma Campus Security Act, Title 74, Sections 360.15, *et seq.*, authorize agreements between OCCC and the CITY for the purpose of delineating responsibilities between the two agencies, delineating geographical boundaries thereof, and further, for the purpose of authorizing campus police departments to exercise concurrent jurisdiction within the area of municipal police jurisdiction; and

The parties are desirous of entering into an agreement pertaining to the jurisdictional boundaries and authority of the OCCC CAMPUS POLICE as authorized by the Oklahoma Campus Security Act, Title 74, Sections 360.15, *et seq.*

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises set forth herein, the CITY and OCCC agree as follows:

ARTICLE I

CAMPUS POLICE AUTHORITY

1.1) The OCCC CAMPUS POLICE and its duly commissioned and certified police officers have statutory authority that includes the real property, buildings and other improvements owned, leased or rented by OCCC.

1.2) As used in this Agreement, the terms, street, avenue and public way, and any form thereof or other term of similar meaning or import and whether a common or proper noun, shall include any right-of-way areas thereof.

ARTICLE II

AREAS OF CONCURRENT JURISDICTION

The CONCURRENT JURISDICTION of the CITY and the OCCC CAMPUS POLICE shall be the areas described as follows:

2.1) Area I- Main Campus:

Beginning at a point approximately 451.7 feet from the east edge of the north bound edge of I-244 on the north edge of SW 74th Street, east approximately 2052.0 feet along the north edge of SW 74th Street to the east edge of South May Avenue, south along the east edge of South May Avenue for approximately 2671.9 feet, west to a point approximately 2455.3 feet along the OCCC south fence line to the OCCC west fence line, and north along the west OCCC fence line to the beginning point.

A map of Area I, the main OCCC Campus is attached as Exhibit "A."

2.2) Area II – OCCC Child Development and Family and Community Education Center:

Beginning at the southeast corner of SW 65th Street and South Land Avenue, east along SW 65th Street approximately 202.2 feet, south approximately 202.2 feet, east approximately 315.3 feet, south approximately 335.3 feet, west approximately 642.8 feet to the east edge of South Land Avenue, north along the east side of South Land Avenue to the beginning point.

4.4) Within the areas of the CAMPUS JURISDICTION and within the areas of the CONCURRENT JURISDICTION, the parties shall have concurrent authority and jurisdiction to the extent provided by law and the terms of this Agreement, and nothing in this Agreement shall be construed as diminishing the authority of either party in the area.

4.5) OCCC CAMPUS POLICE are further authorized to exercise their authority as allowed by law within the areas of CONCURRENT JURISDICTION as follows:

- a) When requested by any CITY police officer; and
- b) In any emergency or situation where prompt action is necessary to prevent or avoid personal injury or property damage or the escape of an offender who is believed to be fleeing from the scene of a crime or to be resisting arrest.

ARTICLE V OBLIGATIONS

5.1) The OCCC CAMPUS POLICE shall not, pursuant to this Agreement, have authority for any municipal ordinance violations, however OCCC armed security guards may contact, request assistance and be the complainant for certain violations of CITY's municipal ordinances as provided by 22 O.S. 202 and 205 when campus police officers are not on duty and/or campus police officers are not reasonably available to respond. With respect to arrests made by OCCC CAMPUS POLICE pursuant to state law, the OCCC CAMPUS POLICE shall be responsible for their own prisoners and said prisoners shall not be considered CITY prisoners.

5.2) Each party shall be solely responsible for the acts of its own police officers, employees and agents taken under this Agreement but not for the acts of the police officers, employees or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the CITY and the OCCC CAMPUS POLICE or expanding any jurisdiction with respect to arrests for state or municipal charges not specifically expressed herein. The CITY shall assume no liability for the acts or omissions of the OCCC CAMPUS POLICE while performing their services within the corporate limits of the City of Oklahoma City and that all salaries, insurance or any and all other benefits will be the sole responsibility of the OCCC CAMPUS POLICE. OCCC CAMPUS POLICE shall assume no liability for the acts and omissions of the CITY'S police while performing their services on OCCC PROPERTY or otherwise on any other areas and that all salaries, insurance or any and all other benefits for the CITY'S Police Department will be the sole responsibility of the CITY. Both parties herein shall be exclusively liable for loss resulting from tort or the torts of the employees acting within the scope of their employment as provided by law, including the Governmental Tort Claims Act, 51 O.S. 1991, 151, *et seq.*

A map of Area II, the OCCC Child Development and Family and Community Education Center is attached as Exhibit "B."

ARTICLE III

OCCC JURISDICTION

3.1) As provided by law, commissioned OCCC CAMPUS POLICE officers have the same powers, liabilities, and immunities as sheriffs or police officers within their jurisdiction to enforce:

- a) State Statutes; and
- b) Rules and regulations of OCCC.

3.2) OCCC CAMPUS POLICE officers may complete law enforcement activities off campus in a timely manner that began on campus.

3.3) Notwithstanding any provision herein, the City retains CONCURRENT JURISDICTION as provided by law within OCCC, also known as CAMPUS JURISDICTION.

ARTICLE IV

OCCC CONCURRENT JURISDICTION AUTHORITY

4.1) Duly commissioned OCCC CAMPUS POLICE, pursuant to statutory authority and this Agreement, shall also have concurrent jurisdiction to enforce state statutes on the streets, avenues, roads, alleys, easements and other public ways immediately adjacent to the areas of CONCURRENT JURISDICTION.

4.2) OCCC CAMPUS POLICE shall have the authority and power within the CONCURRENT JURISDICTION areas to:

- a. Enforce state statutes; and
- b. Timely complete any necessary enforcement activities that began within the CAMPUS JURISDICTION.

4.3) Outside the boundary of the CONCURRENT JURISDICTION, OCCC CAMPUS POLICE may complete any necessary enforcement activities that began within the CAMPUS JURISDICTION or within the CONCURRENT JURISDICTION; provided however, OCCC CAMPUS POLICE shall coordinate such activities with the CITY.

5.3) This Agreement is executed exclusively to establish geographic jurisdiction under the authority provided by the Oklahoma Campus Security Act, 74 O.S. 360.15, *et seq.*, and particularly Sections 360.17 and 360.20. Nothing in this Agreement shall be deemed to create an agent-principal relationship between any OCCC CAMPUS POLICE Officer and the CITY. It is the express intent of the parties hereto that this Agreement shall not be deemed or construed to be an appointment or commission by the CITY of any person to act for, by or on behalf of the CITY, whether as a police officer or otherwise. Any police officer acting by or under color of the jurisdictional authority created by this Agreement shall be acting exclusively on a commission of OCCC pursuant to the Act.

5.4) Nothing in this Agreement shall be construed as authority for either party to make any commitment that will bind the other party.

5.5) Nothing in this Agreement shall create an OCCC obligation to the CITY or to any third party to perform any police services or law enforcement activities.

ARTICLE VI

COOPERATION

6.1) The OCCC CAMPUS POLICE shall cooperate and coordinate with the CITY's Chief of Police as to all aspects of this Agreement in which OCCC may be involved.

6.2) OCCC CAMPUS POLICE shall notify and defer to CITY Police investigations and/or actions concerning any major crime incidents in which OCCC may be involved, unless exigent circumstances require immediate action and prevent any such communication to CITY Police. OCCC CAMPUS POLICE will then notify CITY Police immediately thereafter. The term *major crime incident* shall be defined as all "part-one crimes" of the Uniform Crime Report as mandated by the Federal Bureau of Investigation and any "part-two crimes" that threaten the life and/or property of the citizens of the CITY.

6.3) CITY Police may assume control of any situation that may arise within the CONCURRENT JURISDICTION area described herein.

6.4) OCCC shall forward all copies of all police reports of any and all major crime incidents and/or investigations, as defined in ARTICLE VI, Section 6.2 herein, and/or any other incidents reflecting an on-going and/or progressive pattern of criminal activity to CITY Police as soon as possible.

ARTICLE VII

AGREEMENT SUPERSEDES PRIOR AGREEMENTS

7.1) To the extent they are inconsistent with any provision of this Agreement, the terms and provisions of any prior agreement between the parties are hereby superseded.

ARTICLE VIII

NON-WAIVER OF RIGHTS

8.1) Failure of either party to insist upon strict performance of any term of this Agreement in any one or more instances shall not be construed as a waiver for the future of the performance of any such term, but the same shall be and remain in full force and effect.

ARTICLE IX

MUTUAL ASSISTANCE

9.1) Either party may request assistance from the other in the performance of its lawful responsibilities, the requested party *may* respond to a request and provide assistance to the requesting party to the extent allowed by law and to the extent of the authority of the requesting party.

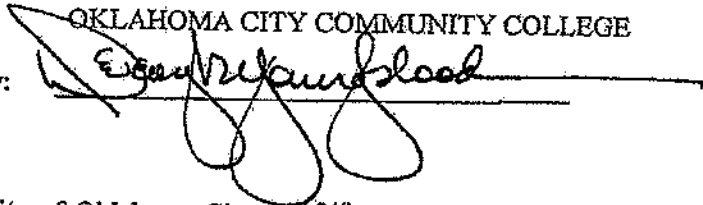
ARTICLE X

EFFECTIVE DATE

10.1) The Agreement shall be effective on the date of execution and continue in effect until terminated as provided herein. This Agreement may be terminated by either mutual consent or by either party with or without cause after giving fourteen (14) days written notice. The CITY'S Chief of Police shall have plenary authority in emergency situations to temporarily request the OCCC CAMPUS POLICE stop all activities authorized by this Agreement, pending a review and determination of whether the CITY will or will not terminate said Agreement.

IN WITNESS WHEREOF, the parties have approved this Agreement and authorized the signatures below as of the dates there set out.

DATED this 19 day of August 2013.

OKLAHOMA CITY COMMUNITY COLLEGE
By: 

APPROVED by the Council for the City of Oklahoma City this 24th day of September, 2013.

THE CITY OF OKLAHOMA CITY,
a municipal corporation

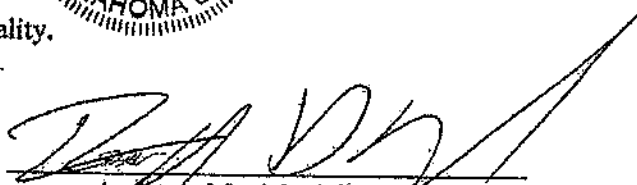
By: 
MAYOR

ATTEST:


City Clerk



Approved as to form and legality.


Assistant Municipal Counselor