



CAMPUS CORRESPONDENCE

University Police Department
Director – Harold Todd
SLU 10780 – Hammond, LA 70402
985-549-2318 (Fax) 985-549-3398

Date: September 19, 2016

TO: Dr. John Crain, President
Southeastern La. University

From: Harold Todd, Director 
University Police

RE: Memorandum of Understanding with Hammond Police Department

Attached in the MOU with Hammond Police Department signed by Chief Stewart and myself. Please review and if approved please sign and send me a copy so I can provide a copy to Chief Stewart.

STATE OF LOUISIANA}

MEMORANDUM OF UNDERSTANDING

CITY OF HAMMOND}

This Memorandum of Understanding is entered into by and between the City of Hammond Police Department (HPD) and the Southeastern Louisiana University Police Department (SLUPD), a member of The University of Louisiana System, an agency of the State of Louisiana.

WHEREAS: Louisiana Revised Statutes Section 17:1805. Provides authority to university or college police officers as follows:

- (a) Each such person named as a police officer by the president of the college or university shall be commissioned as a university or college police officer by the Department of Public Safety and Corrections or as provided in Subsection E of this Section. Such commission shall remain in force and in effect at the pleasure of the employing college or university.
- (b) While in or out of uniform, these police officers shall have the right to carry concealed weapons and to exercise the power of arrest when discharging their duties on their respective campuses and on all streets, roads, and rights-of-way to the extent they are within or contiguous to the perimeter of such campuses. In the discharge of their duties on campus and while in hot pursuit on or off the campus, each university or college police officer may exercise the power of arrest.
- (c) Upon authorization by the chief administrative officer of the educational institution, a college or university police officer shall have authority to discharge his duties off campus as follows:
 - (1) If engaging in intelligence gathering activity.
 - (2) When investigating a crime committed on campus.
 - (3) When transporting prisoners in furtherance of duties as set forth in this Section.
 - (4) When transporting money, securities, or other valuables on behalf of the college or university.
 - (5) While providing security or protective services for visiting dignitaries to the college or university both on and off the campus.
 - (6) If specifically requested by the chief law enforcement officer of the parish or city.

WHEREAS: The aforementioned state institution of higher education has employed state certified police officer's commissioned under the requirements of the Louisiana Council on Peace Officer Standards and Training; and

WHEREAS: Both the HPD and the SLUPD now wish to enter into a Memorandum of Understanding outlining communication and coordination of efforts between the two law enforcement entities.

NOW THEREFORE: The parties to this Memorandum of Understanding hereby agree as follows:

- 1. The SLUPD shall have primary jurisdiction for the provision of all police services, except as otherwise specified in this Memorandum of Understanding, on property owned or under the control of SLU.
- 2. The SLUPD shall be responsible for responding to all requests, which come to their attention, for police services originating from any property owned or under the control of SLU.

3. The SLUPD shall be responsible for providing HPD with a current list all properties owned or under the control of the SLU that are within the city limits of the City of Hammond. The list will include the property name and street address.
4. The SLUPD shall notify the HPD of any incident or situation on property owned, or under the control of SLU that may affect the safety of the residents of the city of Hammond not occupying said property.
5. The HPD shall notify the SLUPD of any incident or situation on property within the city limits of the City of Hammond that may affect the safety of the occupants on any property owned, leased, rented, or under the control of the SLUPD.
6. Should the SLUPD request the assistance of the HPD Criminal Investigation Division for the purpose of processing, collecting and preserving evidence of a major crime scene such as homicide, arson, etc., SLUPD will retain primary jurisdiction authority until the incident has been terminated. The SLUPD will support and assist HPD as directed by the ranking investigating officer at the scene. SLUPD will assume the responsibility for the investigation and case management of the incident. HPD shall coordinate the processing of the crime scene, including handling of all evidence and case management of the incident with the SLUPD during and after the course of the event.
7. Should the SLUPD request the assistance of the HPD Special Response Team or SRT, in incidences including but not limited to, riot, violent demonstrations, the discovery of suspected explosive ordinance devices, or a hostage situation, the SRT team shall be granted primary jurisdiction authority of the incident. The SLUPD will support and assist the HPD Special Response Team or SRT as directed by the ranking HPD officer at the scene. SLUPD will assist in the investigation, as needed and/or requested. HPD shall involve and coordinate the investigation of the incident with the SLUPD during and after the course of the event. HPD will provide SLUPD with a copy of their investigation; SLUPD will be required to report the incident to UCR. The HPD report must document the actual location (identifying the jurisdiction) of the incident and list the university as a "reporting party" or "other involved" for annual UCR search purposes (CLERY Act).
9. Should the SLUPD encounter an active shooter situation on main campus or on any property under the control of the SLU, and/or adjacent to any of the properties stated herein, the SLUPD shall request the assistance of HPD to immediately assist in quelling an incident of this magnitude without delay in order to avoid and/or limit human casualties or to assist in controlling access routes to and from campus. SLUPD will retain primary jurisdiction authority until the incident has been terminated. SLUPD shall be responsible for the investigation and case management of the incident. SLUPD shall involve and coordinate the investigation of the incident with the HPD during and after the course of the event. Refer to UCR reporting requirements in section 8 above.
10. When HPD executes a warrant on any property owned or under control of the University, HPD will contact the SLUPD and request a University Police Officer to accompany the officers. Efforts will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant.
11. In the event of "fresh" or "hot" pursuit on or directed toward SLU property, HPD shall notify the SLUPD as soon as possible and a SLUPD officer will proceed as needed or requested.
12. In the event of "fresh" or "hot" pursuit on or directed toward the city limits of Hammond, the SLUPD shall notify HPD as soon as possible and the HPD officer will proceed as needed or requested.

13. The Chief of HPD or his/her designee will allow the use of their police communication channel to expedite radio communications between agencies. SLUPD will monitor the HPD frequency and respond to radio calls for assistance as needed or requested.
14. Compensation: Any law enforcement officer who provides services pursuant to this agreement shall be paid by the agency regularly employing the officer and be entitled to all the normal benefits (wage, salary, pension, etc.) regularly afforded to the officer by the employing agency.
15. Other Costs: All costs associated with: the use of any equipment; damage to equipment or clothing; replacement of lost, damaged, or destroyed equipment; as a result of providing assistance pursuant to the agreement, shall be the responsibility of the agency owning such property.
16. Procedures to request aid:
 - a. Any request for aid under this agreement shall include a statement of the amount and type of personnel and/or equipment being requested, and the location to which such personnel and/or equipment are to be dispatched. The actual amount and type of personnel and/or equipment to be furnished shall be determined by the officer in charge of the responding department. Any request to render assistance and aid shall be responded to as is necessary to provide and make available the personnel and/or equipment requests; provided, however, that responding department may withhold or withdraw personnel and equipment to the extent necessary to provide reasonable law enforcement services within its own jurisdiction.
 - b. If an on-duty law enforcement officer of either agency within this agreement personally observes a law enforcement officer of the other agency within this agreement involved in an emergency situation where it is obvious that immediate assistance and/or backup is necessary and proper for the safety of the officer and/or other persons, such on-duty officer may provide such assistance as the officer is capable of rendering under the circumstances.
 - c. Any on-duty supervisor of the requesting agency may request emergency assistance by contacting the on-duty supervisor of the responding agency. If SLUPD is requesting HPD's Special Response Team, the on-duty HPD supervisor will follow established HPD procedures for notification and deployment authorization.
 - d. Officers responding to a request for aid shall report to the officer in charge of the scene.
17. Status of Officer: While any law enforcement officer regularly employed as such by either agency is in the service of the other agency, that officer shall be acting as a peace officer with all the powers of a regular law enforcement officer for that agency as though that officer were within his own jurisdiction where he is regularly employed. That officer's qualification for office where he is regularly employed shall constitute his qualification for office in such other agency and no other oath, bond or compensation need be made.
18. Liability: Each agency agrees to acquire and keep in full force and effect liability insurance covering its law enforcement officer when acting pursuant to this agreement in the following minimum amounts: \$250,000 each person and \$500,000 each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
19. Records: During incidents involving mutual aid, each agency will maintain all records in accordance with the individual agency's policy. Mutual aid incidents will be considered joint investigations between the HPD and the SLUPD.
20. The Chief of HPD or his/her designee and the Chief of SLUPD or his/her designee may enter into mutually agreed upon inter-agency training opportunities on the main campus of SLU or at a HPD training facility, as needed or requested.

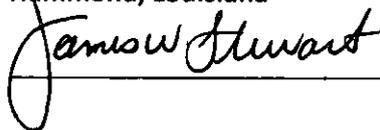
21. The Chief of the SLUPD or his/her designee and the Chief of the HPD may enter into more specific and detailed operational procedures and guidelines as necessary. All such operational procedures and guidelines shall be in writing and specifically incorporated herein.
22. To be effective, any revisions or additions to this Memorandum of Understanding must be in writing and signed by all the parties.
23. Either party may terminate this agreement by writing to the other party at any time deemed necessary by that agency. Written notice is deemed effective if delivered via hand delivery with signed receipt, certified mail, or other US mail delivery system that provides proof of delivery.
24. Unless terminated pursuant to paragraph 23, this Memorandum of Understanding shall automatically renew annually on the anniversary of its execution, but may not extend past five (5) years. The parties agree to review the provisions of this Memorandum of Understanding for their propriety on each anniversary of the execution of this Memorandum of Understanding.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been executed on this, the ___ day of _____, 2016 .

**Harold Todd, Director
University Police Department
Southeastern Louisiana University**



**James Stewart, Chief
Hammond Police Department
Hammond, Louisiana**



**John Crain, President
Southeastern Louisiana University**