

# Cooperative Policing Agreement between the City of Ann Arbor and the University of Michigan

## I. **PURPOSE:**

This agreement describes and clarifies the cooperative relationship between the Ann Arbor Police Department (AAPD) and University of Michigan Division of Public Safety and Security – Police Department (UMPD).

## II. **DEFINITIONS:**

- A. Jurisdiction: The legal authority to exercise police powers within a defined geographic area.
- B. Concurrent Jurisdiction: The legal authority of two or more law enforcement agencies to exercise police powers within a geographic area.
- C. Primary authority: The agreement between AAPD & UMPD that one law enforcement agency will have primary responsibility to provide law enforcement services in a geographic area and primary command and control of incidents in such areas.
- D. Emergency: An unanticipated event necessitating immediate police action to prevent the loss of life or property, or injury to involved parties.

## III. **AUTHORITY:**

- A. The AAPD will exercise primary authority on all property within the Ann Arbor City limits with the following exception:
  - 1. All property owned or leased by the University of Michigan.
  - 2. All City streets and sidewalks traversing or contiguous to property owned or leased by the University of Michigan.
- B. The UMPD will exercise primary authority on all property owned or leased by the University of Michigan.
- C. Neither the AAPD nor the UMPD will respond to requests for police services within the area of primary authority of the other without first being requested to do so by the agency having primary authority.

- D. The AAPD and UMPD will exercise concurrent jurisdiction on city streets and sidewalks traversing or contiguous to property owned or leased by the University of Michigan.
- E. The AAPD and UMPD recognize the importance of collaborating in engagement and investigations in off-campus areas where students reside. Both agencies will provide notice to the other agency, when practically possible for anticipated or pre-scheduled events, or opportunities for proactive policing relating to community sponsored events or off-campus housing events.

IV. **COMMAND & CONTROL:**

- A. The ranking officer of the agency having primary authority will be in command of all police incidents.
- B. When either the AAPD or UMPDSS responds to a request for assistance, the ranking officer of each agency will be in command of the personnel from his or her own agency. The ranking officer of the responding agency will be responsible for the coordination of the responding agency's actions with the ranking officer of the agency having primary authority.
- C. In areas of concurrent jurisdiction, the following criterion in the order of priority listed will be used to determine which agency will exercise primary authority over police incidents.
  - 1. The agency self-initiating police action will exercise jurisdiction.
  - 2. Except for traffic crashes involving U of M vehicles, calls for service on city streets continuous to property owned or leased by the U of M will be handled by the AAPD.
  - 3. Calls for service on streets owned by the U of M will be handled by UMPD.
  - 4. Calls for service on city sidewalks on or immediately adjacent to the property owned or leased by the U of M will be handled by the UMPD.
  - 5. Agreement on which agency will handle a particular call may be made between the ranking supervisors of each agency to facilitate efficient and effective service.

V. **WASHTENAW COUNTY MUTUAL AID AGREEMENT:**

The AAPD and UMPD are now parties to the Washtenaw County Mutual Aid Agreement. Both parties will be bound by its terms except as modified by this agreement.

VI. **REIMBURSEMENT:**

- A. Whenever the UMPD or AAPD requests the services of the other agency for a scheduled, anticipated, or probable event, the agency making the request will reimburse the agency providing assistance for the actual personnel and other costs incurred.
  - 1. Personnel costs for Special Events and University Football games will be governed by a separate agreement.
- B. The provision of policy services for non-emergencies will depend upon the availability of personnel, the adequacy of notification, and compliance with State Law, the City Charter, City Ordinances, Regent's Ordinance and each agency's Policies and Procedures.
- C. Responses to emergency requests for assistance of a short duration, defined as two hours or less, shall be made at no cost.
- D. The actual personnel and other costs incurred for responses to emergency requests for assistance requiring more than two hours (per employee) will be reimbursed to the agency providing assistance by the requesting agency, See Appendix A and B.
- E. Payment will be made within 20 days of billing for all undisputed portions of the bill. All payments are due within 20 days of billing.
- F. Billing for services provided will occur within 30 days of the event.

VII. **COMMUNICATIONS:**

- A. The AAPD and UMPD each have separate enhanced 911 emergency telephone systems with call transfer capabilities. Emergency calls received by one agency which are intended for the other will be transferred to insure the fastest possible response.
- B. The AAPD and UMPD have separate 800 MHz trunking radio systems, with communications capability on the Washtenaw County Mutual Aid channels. Where technologically feasible, the agencies will endeavor to integrate their radio systems to enhance interagency communications.

VIII. **RECORDS:**

- A. The AAPD and UMPD will maintain independent records systems and submit separate statistical reports to the FBI for Uniform Crime Reports (UCR).
- B. The personnel of each agency will have full access to the police investigatory records of the other agency for official purposes only.

IX. **INVESTIGATIONS:**

The criminal investigative units of each agency will maintain close liaison with the other agency. Each agency will inform the other when it intends to conduct a raid or serve a search warrant in the area within the primary authority of the other agency.

X. **COMPLAINTS:**

- A. Each agency will investigate internal and external complaints made against its own personnel.
- B. When a complaint comes to one agency to file a complaint against personnel of the other agency, the complaining parties will be directed to the agency where the accused personnel work.
- C. If, during a complaint investigation, one agency discovers that personnel from the other agency were solely involved in the incident, the investigation will be turned over to the other agency for completion.
- D. Complaints accusing personnel from both agencies of misconduct during the same incident will be investigated by each agency with regard to the specific allegations made against its own personnel. However, information regarding conduct of the other agency's personnel will be shared between agencies.

XI. **USE OF THE CITY HOLDING FACILITIES BY UMPD PERSONNEL:**

- A. UMPD personnel may use the holding facility of the AAPD when the arrest processing center or holding facility of the UMPD is not adequate and when space is available. In such cases, UMPD personnel will be required to follow AAPD security policies and procedures and to remain with their prisoner while the prisoner is in the AAPD holding facility.
- B. The UMPD has inspected the City's holding facility and found it to be safe. So long as the facility is maintained in the same safe condition, UMPD will indemnify, defend and hold harmless the City, its officers, and employees from any claim arising out of UMPD use of the holding facility involving building defects.

- C. UMPD will indemnify, defend and hold harmless the City, its officers and employees from any claim arising from the acts or omissions of UMPD, its officers and employees in connection with UMPD use of the holding facility. This provision does not and shall not be construed to impose liability on the UMPD either for the acts and omissions of the City, its officials or employees, or for the acts and omissions of third parties.

XII. TERM:

- A. This agreement shall have a four-year renewable term beginning August 15, 2021. The agreement may at the end of the initial term be renewed for additional four-year terms automatically. This agreement may be terminated in writing by either party by mailing first-class postage pre-paid or personal delivery, at least 30 days in advance to as follows:

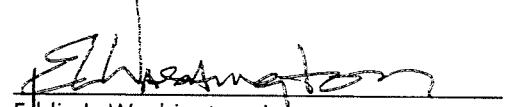
THE REGENTS OF THE UNIVERSITY OF MICHIGAN

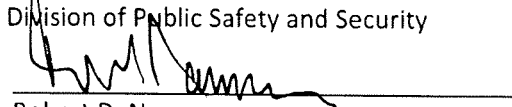
Robert D. Neumann  
Chief of Police  
Division of Public Safety and Security  
1239 Kipke Drive  
Ann Arbor, MI 48109

CITY OF ANN ARBOR

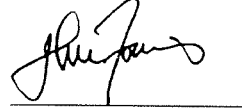
Michael Cox  
Chief of Police  
301 E. Huron Street  
Ann Arbor, MI 48104

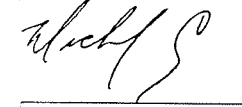
REGENTS OF THE UNIVERSITY OF MICHIGAN

  
Eddie L. Washington, Jr.  
Executive Director  
Division of Public Safety and Security

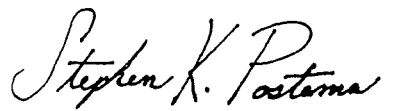
  
Robert D. Neumann  
Chief of Police

CITY OF ANN ARBOR

  
08/23/2021  
JOHN FOURNIER, ACTING CITY ADMINISTRATOR  
City Administrator

  
08/18/2021  
MICHAEL COX, POLICE CHIEF  
Chief of Police

Approved as to Form:

  
08/21/2021  
STEPHEN POSTEMA, CITY ATTORNEY  
City Attorney