

**Memorandum of Understanding Between
Philadelphia Police Department & University of
Pennsylvania Police Department**

I. Joint Statement of Concern

A. Purpose

This Memorandum of Understanding (MOU) has been developed to detail the working arrangements of the Philadelphia Police Department (PPD) and the University of Pennsylvania Police Department (UPPD) in order to maximize effective cooperation between the PPD and UPPD specifically as it relates to all situations requiring a police response. It is the desire of both the PPD and UPPD to work closely together in the interest of public safety to clarify the roles, responsibilities and procedures to be followed when police response occurs in that area in which the PPD and UPPD share concurrent jurisdiction. The parties are permitted to enter this agreement pursuant to 42 Pa.C.S. §8951 et.seq.

B. Scope

This MOU outlines the procedures to be followed when both PPD and UPPD personnel are involved in joint emergency response incidents, criminal investigations, and arrests. PPD shall maintain law enforcement jurisdiction over all areas of Philadelphia, including the areas patrolled by UPPD. UPPD patrol zone boundaries are defined as the Schuylkill River to 43rd Street and Market Street to Baltimore Avenue. The UPPD patrol zone also encompasses the campus area of Presbyterian Hospital, Powelton Avenue to Ludlow Street, between 38th to 40th Streets and the University Science Center, Market Street between 34th to 38th Streets, the additional University of Pennsylvania Health System (UPHS) Buildings (Hospital of the University of Pennsylvania and Perelman Building) within the UPPD patrol zone; as well as the “Pennovation Works” Campus, located at 3400 Grays Ferry Avenue. The provisions in this MOU are supplemented and reinforced by more specific information contained in each Department’s protocols, policies and directives.

C. Provisions of Response

1. Initial Patrol Response

- a. For crimes that have occurred on the University of Pennsylvania campus, as well as crimes that have been committed against University of Pennsylvania students, faculty members, staff members and alumni within the UPPD patrol zone boundaries, UPPD will be the primary reporting agency.
- b. UPPD will be the primary uniform response for service within the University campus proper.

- c. The PPD will respond to 911 calls in the UPPD patrol zone.
- d. Automobile accidents within the UPPD patrol area will be handled by the police department first called or first to respond (PPD Accident Investigative Division will be called pursuant to protocols established in PPD Directive 9.6).
- e. All accident (AA500) and incident (75-48) reports prepared by UPPD officers will be submitted to the PPD District of occurrence in a timely manner.
- f. Police initiated 302 commitments will rest with the Department whose officer actually witnesses the fact that the individual poses a clear and present danger of harm to others or to him/herself.
- g. UPPD will staff and monitor the uniformed details on the University of Pennsylvania campus and within the UPPD patrol zone.
- h. All arrests made by a PPD officer(s) in the UPPD patrol zone will be handled by the PPD.

2. Arrests Protocols

- a. Offender processing/fingerprinting/photographing on physical arrests by UPPD patrol officers will be handled by the PPD in accordance with PPD Directive XX.
- b. For all arrests made by a PPD officer(s) in the UPPD patrol zone, Southwest Detectives will be the lead investigative agency. If the complainant(s) and/or witness(es) are affiliated with the University or UPHS, UPPD Detective Division will assist Southwest Detective Division in any way requested.
- c. For all arrests made by UPPD patrol officer(s) in the UPPD patrol zone in which the complainant(s) and/or witness(es) are not affiliated with the University or UPHS, Southwest Detective Division will be the lead investigative agency.
- d. For all arrests made by a UPPD patrol officer(s) in the UPPD patrol zone in which the complainant(s) and/or witness(es) are affiliated with the University or UPHS, UPPD Detective Division will be the lead investigative agency, while coordinating with Southwest Detective Division.

3. Follow Up Investigations with no Immediate Arrest

- a. Barring exigent circumstances, the UPPD will handle investigations 24 hours a day, 7 days a week.
- b. UPPD Detective Division will assist PPD detectives, particularly when Penn affiliates are involved, with taking statements from

police/complainants/witnesses, and coordinate with the PPD Detective Division involved.

- c. UPPD Detective Division will cooperate with the PPD in the release of all evidentiary materials (for more detail see section E.5.).
- d. For all criminal investigations within the UPPD patrol zone in which the complainant(s) and/or witness(es) are not affiliated with the University or UPHS, Southwest Detective Division will be the lead investigative agency.
- e. For all criminal investigations within the UPPD patrol zone in which the complainant(s) and/or witness(es) are affiliated with the University or UPHS, UPPD Detective Division will be the lead investigative agency, while coordinating with Southwest Detective Division.

4. Support

- a. Various units of the PPD will be the lead agency the following types of incidents, with the assistance of the UPPD:
 - Barricade and hostage situations;
 - Criminal Homicide;
 - Police shootings – in a police shooting involving UPPD officers, the shooting will be investigated by the PPD Officer-Involved Shooting Investigative Unit (OISI). The internal investigative duties will remain with the UPPD, who will confer with the District Attorney’s Office;
 - Narcotics (in excess of District level arrests and investigations);
 - Sex crimes;
 - Arson;
 - Investigations of Hate Crimes (UPPD will retain responsibility for manning any related details);
 - Investigations of Labor Issues (UPPD will retain responsibility for manning any related details);
 - Juvenile Offenders.
- b. The PPD will supply the UPPD with the following support services as resources permit:
 - Firearms Identification Unit
 - AID (breathalyzer)
 - Bomb Disposal
 - Crime Scene Unit
 - Chemistry and Criminalistics Laboratories
 - Records and Identification Unit
 - SWAT
 - Homeland Security Unit

- Civil Affairs Unit

D. On-Scene Chain of Command

1. The highest ranking officer, irrespective of agency, shall be in command until command personnel arrive.
2. All communications between Police Departments at the scene shall be made through the highest-ranking on-scene commanding officers.
3. The highest-ranking on-scene commanding officer of the PPD will maintain ongoing communication with the highest ranking Commander of the UPPD. Deference shall be afforded by the highest ranking PPD commander to the ranking UPPD commanders, in awareness that UPPD personnel possess the knowledge and expertise as it relates to the University of Pennsylvania's buildings, facilities, resources and community members.

E. Release of Information to the Media

1. The release of information concerning crimes involving acts of violence or possession of weapons, controlled substances or explosives shall be coordinated between the PPD and the UPPD.
2. The UPPD shall have the authority to inform students, parents and the public of the actions it has taken to investigate and report crimes and/or its disciplinary or other interventions to respond to such circumstances.
3. The PPD and the UPPD will confer on critical cases prior to the release of investigatory and charging information to the press, so as not to violate criminal statutes, procedures or to jeopardize a criminal investigation/prosecution.
4. In the event any incident occurs that may negatively impact on the reputation of the City of Philadelphia or the University of Pennsylvania, the Police Commissioner and the Vice President of Public Safety, or their designees, shall be notified prior to the release of such information.
5. While the UPPD will turn over any and all evidentiary materials to the PPD, including but not limiting to CCTV images and photographs obtained by UPPD surveillance cameras, the PPD shall not release these images to the media without first consulting with the Vice President for Public Safety or his/her designee.

II. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties.
- B. The Memorandum is not intended to expand or reduce any rights of any party or any person involved in a criminal or administrative proceeding.
- C. The Memorandum may be amended, expanded, or modified any time with the written consent of both parties.
- D. In the event of changes in state and/or federal law that require changes to this Memorandum, both parties shall collaborate and amend the Memorandum to ensure compliance with the revised state and/or federal requirements.
- E. Both parties will communicate with each other to resolve any problem that may arise in fulfilling the terms of this Memorandum.

Danielle Outlaw
 Commissioner
 Philadelphia Police Department
 Date:

Maureen S. Rush, M.S., CPP
 Vice President for Public Safety
 Superintendent of Penn Police
 University of Pennsylvania
 Date:

U

n
 i
 v
 e
 r
 s
 i
 t
 y
 o
 f