
Overview of the Draft MOU

A. Purpose and Objectives



- This Memorandum of Understanding (MOU) details the working arrangements between the Johns Hopkins Police Department (JHPD) and the Baltimore Police Department (BPD). The goal is to maximize cooperation between the two agencies and to clarify roles, responsibilities, and procedures.
- BPD and Baltimore City are under a federal Consent Decree to protect individuals' legal and constitutional rights, and promote public safety.
- The JHPD must adopt policies and practices that comply with the Consent Decree on (i) Stops, Searches and Arrests, (ii) Use of Force and (iii) Fair and Impartial Policing.

A. Purpose and Objectives



Johns Hopkins University (JHU) must:

- » comply with all state reporting requirements for police departments, including reporting on use of force incidents, officer-involved deaths, and traffic stops;
- » comply with additional reporting requirements regarding officer recruitment, department size, department funding, arrests, complaints, use of surveillance technologies, officer-involved shootings, officer discipline and demographic data on the JHPD security workforce.

B. Jurisdiction of the JHPD



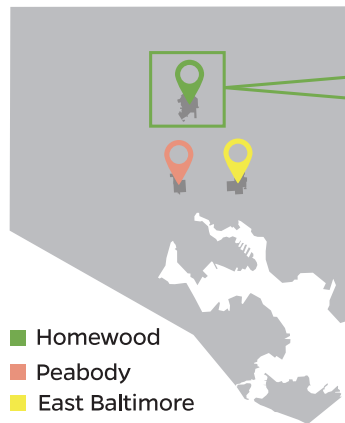
The JHPD jurisdictional boundaries will be limited to the Homewood, Peabody, and East Baltimore “campus area.” “Campus area” is defined in state law as property that is:

- owned, leased, operated by or under the control of the University;
- located within specific boundaries (listed in the Act) on the Homewood, East Baltimore and Peabody campuses; and
- used for educational or institutional purposes.

Campus area includes a public sidewalk, street, any other thoroughfare, and a parking facility immediately adjacent to the campus.

Johns Hopkins Police Department Jurisdiction

The Community Safety and Strengthening Act (CSSA) authorizes a Johns Hopkins police department (JHPD) to patrol Johns Hopkins' three main campuses in Baltimore – Homewood, Peabody and East Baltimore.

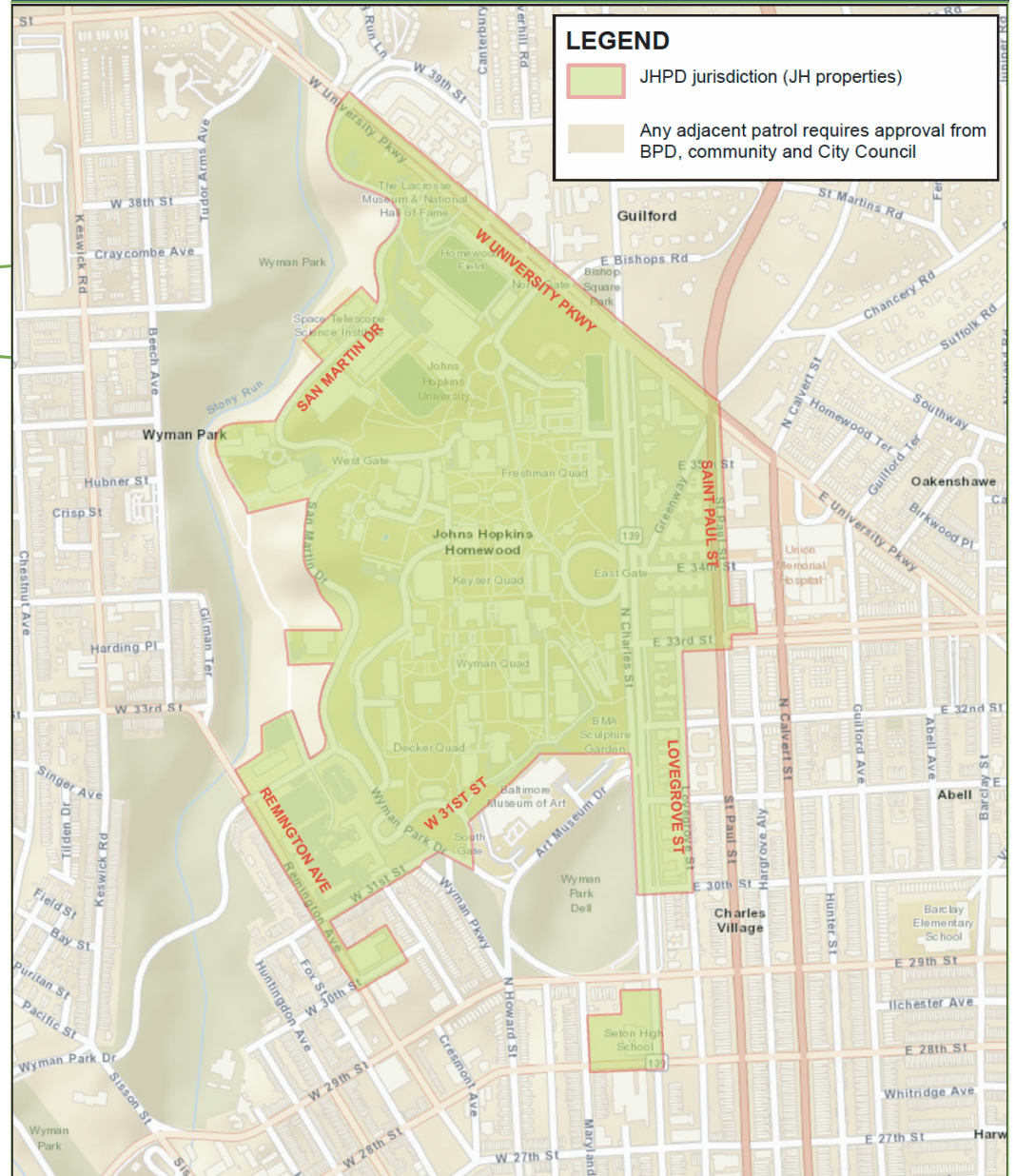


JHPD's jurisdiction is defined by the CSSA legislation and is limited to Hopkins property within the boundaries used for educational purposes. The JHPD campus area jurisdiction may include a street, sidewalk, or parking facility, *immediately* adjacent to the campus. Otherwise JHPD may patrol an area adjacent to the campus/GREEN only with the following:

1. Authorization from BPD
2. Agreement from the community *and*
3. Approval from the Baltimore City Council

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Homewood Campus JHPD Jurisdiction in GREEN



Johns Hopkins Police Department Jurisdiction

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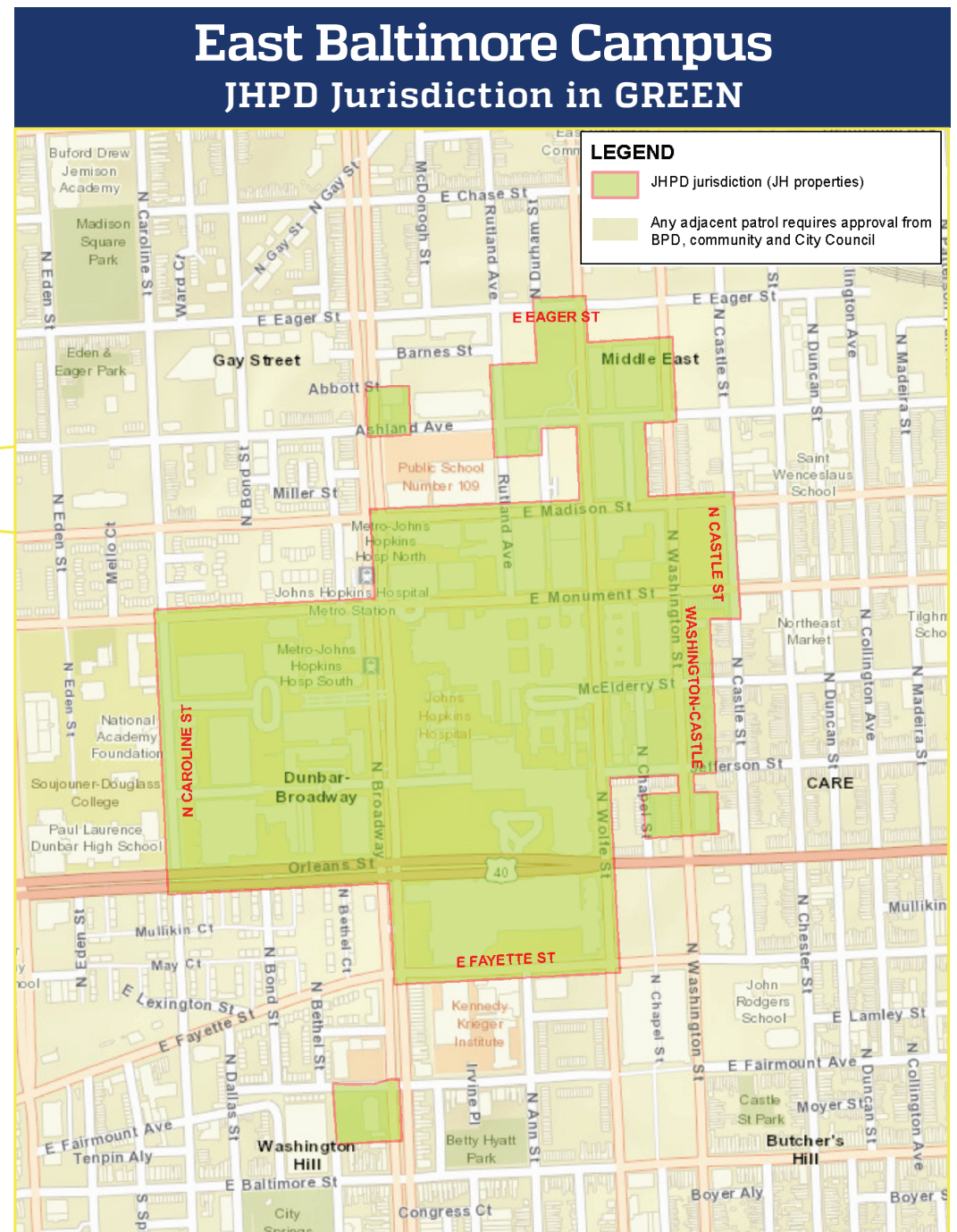


- Homewood
- Peabody
- East Baltimore

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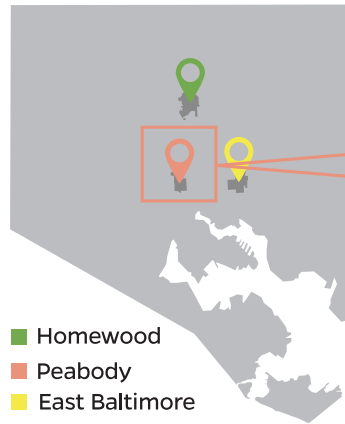
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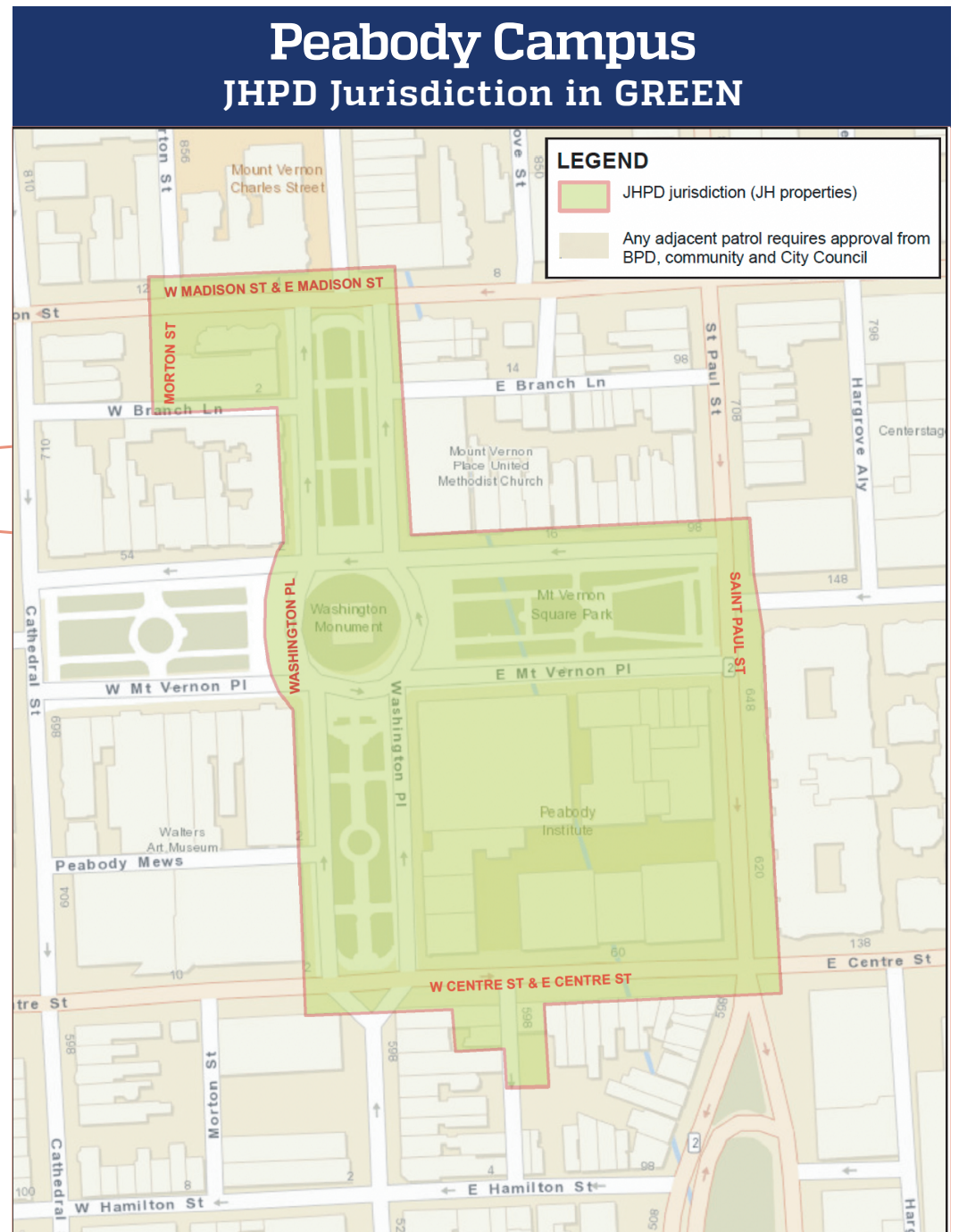
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B. Jurisdiction of the JHPD



- » Any expansion of those boundaries into neighboring communities will first require a new executed MOU with BPD and majority community agreement as certified by the Baltimore City Council.

C. Accident / Collision



➤ The JHPD may respond to car accidents. But, the BPD will have primary responsibility in all pedestrian and vehicular accident/collision investigations resulting in death or serious bodily harm.

D. Criminal Investigation



Within the campus area, the JHPD will have primary responsibility in all investigations and arrests related to the following offenses:

Group A

- » larceny/theft offenses;
- » burglary/breaking & entering; and
- » motor vehicle theft.

Group B

- » bad checks;
- » nonviolent family offenses;
- » curfew/loitering/vagrancy violations;
- » liquor law violations;
- » disorderly conduct;
- » peeping tom;
- » driving under the influence;
- » trespass of real property;
- » drunkenness; and
- » all other offenses.

D. Criminal Investigation



- » The BPD may choose to take over primary responsibility for investigations for any Group A crimes.
- » The JHPD will be able to respond to all calls for police assistance in the Homewood, Peabody, and East Baltimore campus area. For more serious crimes (such as murder and rape), BPD will have primary responsibility for investigations and arrests.
- » The BPD is responsible for notifying the next of kin following deaths or serious injuries.
- » The JHPD must report to the BPD all criminal offenses that occur in the campus area.

E. Body Worn Cameras



- JHPD police officers must wear and use body-worn cameras.
- The JHPD must provide the BPD access to its body-worn camera system to assist in investigating any criminal or administrative matter.
- The JHU must pay for its own body worn camera program and ensure that the JHPD's program is compatible with BPD's program.

F. Crime Lab / Crime Scene / Evidence Submissions



- When the BPD has primary responsibility, crime scenes will be processed by BPD's crime lab.
- When the JHPD has primary responsibility, it may choose to have other labs analyze evidence.
- JHU must pay for the costs and expenses for using BPD's Crime Lab when the JHPD has primary investigatory responsibility, including covering the costs of up to one (1) crime lab analyst employed by BPD's Crime Lab.

F. Crime Lab / Crime Scene / Evidence Submissions



- Evidence collected from crime scenes by the JHPD or the BPD will be maintained at the BPD Evidence Control Unit.
- Stolen vehicles will be impounded stored at a BPD/Baltimore City Impound Lot.

G. Search and Seizure Warrants



- Whenever possible, the BPD and the JHPD must notify each other of the execution of search and seizure warrants or any barricade situation, hostage situation, or unusual occurrences within the campus area.
- The JHPD search and seizure warrants must go through the BPD's de-confliction process (ensures that other law enforcement personnel are notified).
- The BPD will be the lead agency in any unusual situation (such as a barricade or hostage situation) resulting from the execution or attempted execution of a search and seizure warrant by BPD within the campus area.

H. Arrests / Prisoner Processing and Transport



The JHPD will have access to the BPD District facilities for the processing of prisoners, or the issuance of criminal citations. When JHPD officers affect an arrest, they must:

- prepare an official police report;
- maintain custody of any prisoner brought into a BPD facility;
- prepare all charging documents for arrests, unless BPD is taking over the investigation;
- transport and guard any arrestees of the JHPD who requires medical attention or mental evaluation prior to the booking process to a medical facility;
- develop policies and protocols around prisoner transport; and
- cover the costs of prisoner transport for those individuals who JHPD officers have arrested.

Once detained at the Central Intake and Booking Center (“CBIF”), any personal property of an arrestee becomes the responsibility of the CBIF personnel. CBIF is responsible for addressing any medical needs of arrestees while they are detained.

I. Arrests Warrants



- The JHPD may obtain and execute warrants within the campus area and area of Concurrent Jurisdiction.
- Warrants for service outside the campus area or area of concurrent jurisdiction must be submitted to BPD for service.
- If a JHPD officer obtains an arrest warrant, the JHPD may attempt to execute the warrant outside of JHPD Jurisdiction, as long as the police agency for that jurisdiction has been notified and makes the arrest.
- The BPD will notify the JHPD, whenever possible, of the execution of a BPD warrant within the campus area or area of concurrent jurisdiction.

J. Crime Data / NCIC / Police Records Information



- The JHPD must submit all incident reports to BPD using the BPD's standard reporting policies and systems.
- The JHPD must purchase and pay for all licenses, equipment and software to submit incident reports to the BPD.
- The BPD and the JHPD may have access to the other's records and reports for purposes of investigation, crime analysis, identifying trends and patterns, and statutory and/or regulatory reporting requirements.
- The BPD must provide statistical information requested by the JHPD in order for Johns Hopkins to comply with certain federal reporting requirements (e.g., but not limited to, sexual assault, domestic violence, reported crimes and incidents on and around its properties).

J. Crime Data / NCIC / Police Records Information



- The JHPD is a criminal justice agency with an assigned National Crime Information Center (NCIC) Originating Agency Identifier (ORI).
- The JHPD must obtain NCIC access and police record information directly from NCIC and comply with all rules, policies, and procedures of the NCIC, the National Law Enforcement Telecommunications Systems (NLETS), and the Maryland Electronic Telecommunications Enforcement Resource System (METERS).
- The JHPD will have access to the Baltimore City Emergency Communications Center's Computer Aided Dispatch (CAD) system to monitor and assist in the dispatching of officers for calls for service in the campus area.
- The BPD and the JHPD must protect and limit the use and dissemination of sensitive, personal, and personnel information.
- Records and documents relating to this MOU must be kept for a minimum of seven (7) years from the termination of this MOU or pursuant to any applicable statute of limitations, whichever is longer.

K. Miscellaneous



First Responders and Emergency Situations

- Either the JHPD or the BPD may be the first police responder in the campus area. The first responder is responsible for immediately responding to protect and preserve life and property and begin a police response without waiting for another police responder to arrive.
- During a serious emergency situation in the campus area, the BPD is the lead agency. When requested, the JHPD shall provide operational and investigative assistance consistent with adequate staffing levels.

K. Miscellaneous



Special Events

- The JHPD must provide advance notice to the BPD about planned special events in the campus area.

K. Miscellaneous



Crime Lab, Homicide, Sexual Offenses

➤➤ The BPD will handle any crimes that requires investigation by the BPD's Crime Lab, Homicide Division, or involves a sex offense.

K. Miscellaneous



Training

» Both Parties provide education and training for in-service and advanced training and to the extent of available capacity, may offer the other agency the opportunity to participate. The JHPD will cover the costs of their participation in BPD education and training programs.

K. Miscellaneous



Additional Costs

» The JHPD will compensate the BPD for additional costs and expenses.

K. Miscellaneous



Hiring of BPD Officers

- JHU and the JHPD will not directly solicit BPD sworn officers for employment with the JHPD.
- The JHPD may still advertise openings that are not targeted at BPD or its personnel.
- JHU and the JHPD will not hire more than five (5) BPD sworn officers per year.
- The annual cap on hiring BPD sworn officers does not apply to former BPD personnel that have been gone from the BPD for at least 6 months.

K. Miscellaneous



Mutual Assistance

» The BPD and the JHPD will provide each other with additional assistance as needed, at their discretion.

K. Miscellaneous



Communication

- Release of information to the media will be the responsibility of each agency in accordance with its policies and procedures.
- Both Parties agree to make reasonable attempts to coordinate and communicate with each other before releasing statements to the media.

K. Miscellaneous



Reports

The JHPD must:

- use the BPD's field reports (or identical reports) for incidents.
- submit all incident reports to the BPD using the BPD's standard reporting policies and systems.

L. Term



- » The MOU will be in place for 7 years.
- » Either party can terminate the agreement with 30 days notice *except that* Sections A, B, and L of the MOU will remain in effect as long as the CSSA is in place unless BPD and JHU agree to modify those sections.

M. Indemnification



- JHU must cover costs (including attorney's fees and costs, awards, judgments, damages, fines, penalties, and claims) related to the actions of the JHPD officers and university personnel;
- BPD must cover costs (including attorney's fees and costs, awards, judgments, damages, fines, penalties, and claims) related to the actions of BPD officers/personnel.

Next Steps



Upcoming town hall

- » Livestreams available at publicsafety.jhu.edu/MOUfeedback

Summary of Feedback

- » Report compiling feedback will be published on publicsafety.jhu.edu/MOUfeedback

Contact Us / Share Feedback

- » Email: publicsafetyfeedback@jhu.edu
- » Online comment portal: publicsafety.jhu.edu/MOUfeedback

Frequently Asked Questions

- » We will be updating the FAQ pages on an ongoing basis. Please visit FAQs on publicsafety.jhu.edu to see responses to questions.