Appendix
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into by and between the Cortland County Sheriff’s Department and the SUNY Cortland University Police Department, sets out the respective duties and obligations with regard to the coordination of law enforcement efforts between the University and the city.

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

1. The State University of New York has primary law enforcement jurisdiction on all property owned, leased, or under the control of the university and will provide police services on said property, except as otherwise specified in the Memorandum of Understanding.

2. The University Police Department when appropriate and reasonable, will notify the Cortland County Sheriff’s Department of any incident or situation on any property owned, leased, or under the control of the State University that may affect the safety of the residents of the County.

3. The Cortland County Sheriff’s Department when appropriate and reasonable, will notify the University Police Department of any incident or situation on any property within the jurisdiction of the county that may affect the safety of the staff and residents on any property owned, leased, or under the control of the University.

4. When the Cortland County Sheriff’s Department executes an arrest or search warrant on any property owned, leased or under the control of the University, the Cortland County Sheriff’s Department will contact the University Police Department and request a University Police officer to accompany the Cortland County Sheriff’s Department officer. When such request would interfere with an investigation, notification of such action will take place as soon as possible. Efforts will be taken to refrain from interrupting a class to affect an arrest or execute a search warrant. University Police officers will not knowingly expose themselves to a deadly physical force incident. In the event of continuous close pursuit beginning in the jurisdiction of the Cortland County Sheriff’s Department, the communications unit will notify the University Police Department as soon as possible and the University Police Department will take necessary precautions.

5. When the University Police Department executes an arrest or search warrant within the county, excluding any property owned, leased, or under the control of the University, the University Police Department will contact the Cortland County Sheriff’s Department and request a Cortland County Sheriff’s Department officer accompany the University Police Department officer. When such request would interfere with an investigation, notification of such action will take place as soon as possible. University Police officers will not knowingly expose themselves to a deadly physical force incident. In the event of continuous pursuit, the University Police Department communications unit will notify the Cortland County Sheriff’s Department as soon as possible and the University Police
Department officer will proceed as necessary.

6. The University Police Department will transfer requests for police services originating on any property owned, leased, or under the control of the county to the Cortland County Sheriff’s Department communications center. In like manner, the Cortland County Sheriff’s Department will transfer requests for police services originating on any property, owned, leased or under the control of the University to the University Police Department communications center. The Cortland County Sheriff’s Department will provide primary patrol responsibility for the Hoxies Gorge educational center. The Cortland County Sheriff’s Department and the University Police Department will share investigative resources to follow up on any crimes on said property.

7. For emergency situations including requests for backup within the jurisdiction of the county, the Cortland County Sheriff’s Department supervisor or officer-in-charge may request the assistance of the University Police Department if the emergency is within the general vicinity of the university. The University Police Department supervisor or officer-in-charge must grant permission before such assistance is rendered. University Police Officers will not knowingly expose themselves to a deadly physical force incident. nor will the Cortland County Sheriff’s Department officers request assistance when there is the potential for deadly physical force. For emergency situations and requests for backup within the jurisdiction of the University, the University Police supervisor or officer-in-charge will request assistance through the Cortland County Sheriff’s Department supervisor or officer-in-charge.

8. In the event that an agency needs to pursue an investigation or conduct an interview within the other’s community, that investigative agency will notify the host department. When such notification would interfere with an investigation, notification of such action will take place as soon as possible.

9. For major non-emergency events affecting both jurisdictions, the chiefs or designees from the Cortland County Sheriff’s Department and University Police Departments will meet in a timely manner to review various operations issues.

10. The Chief of University Police Department and the Sheriff of the Cortland County Sheriff’s Department may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are consistent with the above provisions.

11. Either party may terminate this agreement by a 30-day notification in writing to the other party.
IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING

has been executed on the _________ The day of _________, 19_____.

STATE UNIVERSITY OF NEW COLLEGE AT CORTLAND
President Judson H. Taylor

CORTLAND COUNTY SHERIFF'S DEPARTMENT
Sheriff Duane Whiteman 3-14-99

Police Chief Peter Laffa
Signature

Chairman of the County Legislature
W. Stephen Harrington - 3/10/99

Signature

APPROVED AS TO FORM
COUNTY ATTORNEY
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into by and between the City of Cortland Police Department and the SUNY Cortland University Police Department, sets out the respective duties and obligations with regard to the coordination of law enforcement efforts between the University and the city.

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

1. The State University of New York has primary law enforcement jurisdiction on all property owned, leased, or under the control of the university and will provide police services on said property, except as otherwise specified in the Memorandum of Understanding.

2. The University Police Department when appropriate and reasonable, will notify the City Police Department of any incident or situation on any property owned, leased, or under the control of the State University that may affect the safety of the residents of the City.

3. The City Police Department when appropriate and reasonable, will notify the University Police Department of any incident or situation on any property within the jurisdiction of the City that may affect the safety of the staff and residents on any property owned, leased, or under the control of the University.

4. When the City Police Department executes an arrest or search warrant on any property owned, leased or under the control of the University, the City Police Department will contact the University Police Department and request a University Police officer to accompany the City Police Department officer. When such request would interfere with an investigation, notification of such action will take place as soon as possible. Efforts will be taken to refrain from interrupting a class to affect an arrest or execute a search warrant. University Police officers will not knowingly expose themselves to a deadly physical force incident. In the event of continuous close pursuit beginning in the jurisdiction of the City Police Department, the communications unit will notify the University Police Department as soon as possible and the University Police Department will take necessary precautions.

5. When the University Police Department executes an arrest or search warrant within the City, excluding any property owned, leased, or under the control of the University, the University Police Department will contact the City Police Department and request a City Police Department officer accompany the University Police Department officer. When such request would interfere with an investigation, notification of such action will take place as soon as possible. University Police officers will not knowingly expose themselves to a deadly physical force incident. In the event of continuous pursuit, the University Police Department communications unit will notify the City Police Department as soon as possible and the University Police Department officer will proceed as necessary.
6. The University Police Department will transfer requests for police services originating on any property owned, leased, or under the control of the City to the City Police Department communications center. In like manner, the City Police Department will transfer requests for police services originating on any property, owned, leased or under the control of the University to the University Police Department communication center.

7. For emergency situations including requests for backup within the jurisdiction of the City, the City Police supervisor or officer-in-charge may request the assistance of the University Police Department. The University Police Department supervisor or officer-in-charge must grant permission before such assistance is rendered. University Police Officers will not knowingly expose themselves to a deadly physical force incident, nor will the City Police Department officers request assistance when there is the potential for deadly physical force. For emergency situations and requests for backup within the jurisdiction of the University, the University Police supervisor or officer-in-charge will request assistance through the City Police supervisor or officer-in-charge.

8. In the event that an agency needs to pursue an investigation or conduct an interview within the other's community, that investigative agency will notify the host department. When such notification would interfere with an investigation, notification of such action will take place as soon as possible.

9. For major non-emergency events affecting both jurisdictions, the chiefs or designees from the City and University Police Departments will meet in a timely manner to review various operations issues.

10. The Chief of University Police Department and the Chief of the City Police Department may enter into more specific and detailed operational procedures and guidelines, provided that such additional items are consistent with the above provisions.

11. Either party may terminate this agreement by a 30-day notification in writing to the other party.
IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING

has been executed on the 23rd The day of December, 1998.

STATE UNIVERSITY OF NEW
COLLEGE AT CORTLAND

President

CITY OF CORTLAND

Mayor

Signature

Police Chief

Signature

Police Chief

Signature

Signature
UNUSUAL RESPONSE SITUATIONS

Confrontation

In the event it becomes apparent that the University Police Department is unable to effectively contain a confrontation or control the situation, it may become necessary to request assistance from other local law enforcement agencies.

Only the following personnel in descending order are now authorized to call those agencies:

1. University Police Chief. If not available, then
2. Lieutenant on duty
3. President
4. Assistant to the President, Vice President for Business and Finance, Vice President for Student Affairs
5. A senior officer may call if an officer is in a position of overt physical danger.

In any case of emergency, the Chief of University Police must be immediately notified.

Armed Response Situation

In the event that this office receives a complaint that requires an armed response such as armed robbery in progress or any other situation where the perpetrator(s) are armed or believed to be armed and acting in a hostile or aggressive manner, the lieutenant will be immediately contacted and advised of the situation. The lieutenant or officer in charge will determine if outside law enforcement departments should be contacted immediately for assistance. Our patrols are to proceed as close to the situation as possible without jeopardizing their safety and at the same time keeping the dispatcher informed as to the progress of the events until the arrival of the outside agencies. The Chief should be notified immediately of any situations that require an armed response.

FIREARMS

No member of the University Police Department shall at any time use any firearm while on duty on the campus unless authorized by the President of the College and under direction of the University Police Chief.

City Police, Sheriff's Department Deputies and State Police are all authorized to wear sidearms on campus when called upon to perform duty on campus.

STUDENT FIREARMS

The University Police Department will store in the appropriate locker firearms owned by students who may wish to have them at SUCC for the purpose of hunting, etc. Revolvers or pistols may not be stored on campus. Possession of any weapon upon the grounds of the State University is expressly forbidden.
Subject: Arming of University Police Task Force
From: "Vice President for Finance and Management" <vpfm@cortland.edu>
Date: Thu, 18 Mar 2004 15:30:50 -0400
To: "SUNY Cortland Faculty-Staff" <Faculty@cortland.edu>, "SUNY Cortland Students" <Students@cortland.edu>

To the Cortland Campus Community,

At the start of this semester, President Bitterbaum appointed a committee to gather information relating to the question of whether SUNY Cortland’s University Police should carry handguns. This examination arises in part from a state law enacted in 1998 which gives full police powers to SUNY officers. Individual campus presidents have the authority to decide whether or not university police at their institutions should be armed. Specifically, this committee has been charged to review pertinent literature on the subject, gauge the college community’s perceptions, and summarize the advantages and disadvantages of an arming policy and make a written report to the President. The committee will not make a specific recommendation as to whether such a policy change should occur. The committee’s main purpose is to gather information, not to answer questions or engage in debates on the merits of the arming issue. To that end, the committee will be soliciting opinions from various campus groups and organizations during the current semester.

We write to you now to inform you of this committee’s work, and to invite you to submit your own thoughts and opinions, in writing, to the committee. We want to emphasize that this does not constitute a "vote" on the issue; nor is it a random sampling of opinion. It is, instead, an opportunity for any individuals associated directly with the campus – students, faculty, staff – to express their views directly to us. We ask only that your communication include your name, address, and phone or email. All responses received by the committee will be held in confidence. We will not accept or consider anonymous responses, petitions, or those that use false identification.

Please forward your comments by two weeks from this Friday to Committee Chair Herbert Haines, Sociology/Anthropology Department, Cornish Hall. The other members of the committee include: Maureen Baringer, College Council; Matt Barone, SGA President; Steve Dangler, University Police; Rich Peagler, Counseling; Charlotte Plunkett, Classified Staff; James Nichols, Cortland City Police; William Shaut, Finance and Management; and Robert Spitzer, Political Science.