

RESOLUTION NO. 2016-70

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN RADNOR TOWNSHIP AND
VILLANOVA UNIVERSITY REGARDING POLICE JURISDICTION
AND OPERATIONS**

WHEREAS, Radnor Township, Villanova University and the Delaware County District Attorney's Office have been discussing the terms and conditions of a Memorandum of Understanding (MOU) regarding police jurisdiction and operations within the Villanova Campus; and

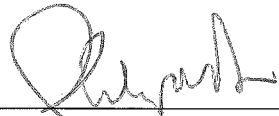
WHEREAS, the parties have prepared a proposed MOU for a one year term for consideration by the Board of Commissioners.

NOW, THEREFORE, be it hereby *RESOLVED* that the Board of Commissioners of Radnor Township does hereby approve the MOU between Villanova University and Radnor Township, a copy of which is attached hereto and incorporated herein as Exhibit "A".


SO RESOLVED this 18th day of July, 2016.

RADNOR TOWNSHIP

By: _____


Name: Philip M. Ahr
Title: President

ATTEST: _____


Robert A. Zienkowski, Secretary

**MEMORANDUM OF UNDERSTANDING BETWEEN
RADNOR TOWNSHIP & VILLANOVA UNIVERSITY
REGARDING POLICE JURISDICTION AND OPERATIONS**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into this ___ day of _____, 2016, by Radnor Township ("Township or Radnor"), and Villanova University ("Villanova") regarding cooperative police services and law enforcement jurisdiction.

WHEREAS, Radnor and the Radnor Township Police Department enter into this MOU for the purpose of memorializing basic agreements with respect to police jurisdiction, police protocols, and police procedures regarding Villanova University operating a police department within Radnor Township; and

WHEREAS, Radnor's Police Department currently patrols the Township, including the Villanova University Campus Area (as defined below); and

WHEREAS, Villanova has initiated the legal process required to establish a Villanova Police Department pursuant to 22 Pa. C.S.A. §501(a) et seq.; and

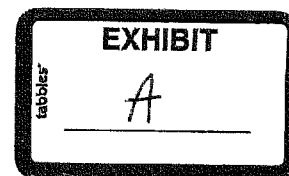
WHEREAS, both parties agree that it is in the best interest of both the Township, Villanova and the public that police services should be provided as efficiently as possible with the greatest amount of cooperation between the Parties.

WHEREAS, both Parties seek to promote collaboration between the Parties to enhance the reporting, investigation, and appropriate response to sexual assault, domestic violence, dating violence, and stalking.

NOW, THEREFORE, intending to be legally bound, the Township and Villanova (the "Parties") do hereby agree as follows:

I. The Parties and their respective police departments agree to enforce the laws of the Commonwealth, specifically 18 Pa. C.S.A. §101 et seq., the Pennsylvania Crimes Code, and 75 Pa. C.S.A. §101 et seq., the Motor Vehicle Code. Villanova agrees through its police department to enforce the laws of the Commonwealth on all non-dedicated roadways in the Campus Area defined below, including all intersections except for the following public streets (including sidewalks within the legal rights of way) upon which Radnor shall possess enforcement responsibility for the laws of the Commonwealth:

- A. County Line Road
- B. Lancaster Avenue
- C. Spring Mill Road
- D. Ithan Avenue



II. The Township of Radnor Police Department will have exclusive jurisdiction for police services and municipal law enforcement within the Township limits, excluding the Campus Area defined below, but including the adjacent public streets and sidewalks set forth on *Exhibit "A"* attached hereto and incorporated herein.

III. Subject to Section A of this Section, the Villanova University Police Department will have exclusive jurisdiction for police services and law enforcement within the boundaries of its campus as set forth on the map of the campus attached hereto and incorporated herein as *Exhibit "B"* (hereinafter "Campus Area"), subject to the following conditions:

A. Jurisdiction & Response

1. The Villanova University Police Department will have primary jurisdiction for all crimes occurring within the Campus Area subject to the conditions set forth below.

2. However, Radnor will have primary responsibility for the response and investigation of the crimes classified as rape by the Uniform Crime Reporting ("UCR") standards, in cases when the offender's identity is unknown to the complainant and the crime occurred within the Campus Area. Radnor will also have primary responsibility for the crimes classified as criminal homicide, robbery, and aggravated assault by the Uniform Crime Reporting standards irrespective of the victim/offender relationship, and the crimes occurred within the Campus Area. Radnor shall respond to the Campus Area when dispatched for these crimes. Villanova shall, until Radnor Police Department arrives, exercise concurrent jurisdiction and take appropriate law enforcement action to promote the health, safety and welfare of the Campus Area.

3. For all other crimes, Radnor may respond to Delaware County Communication Center 911 calls within the Campus Area, if dispatched, with the limited purpose of supporting the Villanova Police Department. The Parties agree that the Delaware County Communication Center (911) will dispatch Villanova for calls within the campus area. If responding to support the Villanova Police Department, Radnor agrees to immediately notify Villanova.

4. Except for the public roads identified in Section I above, non-reportable automobile accidents within the Campus Area will be handled by Villanova. Fatal and reportable accidents will be handled by Radnor. Radnor assumes responsibility for submitting reportable accident reports to the Pennsylvania State Police.

5. Villanova assumes responsibility for submission of UCR reports and other required State and Federal crime reports for all crimes handled by Villanova.

6. Police initiated Section 302 mental health commitments will rest with the Department whose officer actually witnesses the behavior substantiating that the individual poses a clear and present danger of harm to others or to him/herself. If Radnor initiates a police commitment involving a student or employee of the University, and the

individual's status is known to the officer, then Radnor agrees to notify Villanova of such commitment, provided that the dangerous behavior observed by Radnor occurred on the campus area.

7. All arrests made by Radnor officer(s) in the Campus Area will be handled by Radnor and promptly reported to Villanova.

8. Except for the crimes listed in Section III.A.2, Villanova will handle investigations of all crimes reported to Villanova within the Campus Area. Radnor officers will investigate crimes within the Campus Area if requested by Villanova or if Radnor receives a specific request to investigate from a victim or other person.

9. Radnor will continue to enforce and prosecute Township ordinances within the Campus Area and will notify Villanova of its presence on campus.

10. All fire and/or hazardous material incidents within the Campus Area shall be immediately reported to Radnor.

B. Requests for Assistance

1. Radnor and Villanova may request the assistance of one another during emergency situations and each Department shall have the authority to provide mutual aid to the other Department. The officer in charge of the Department whose assistance has been requested shall honor requests for assistance when it is practical and safe to do so. Anytime that Villanova is not available for emergency calls, it shall immediately notify the Delaware County Communication Center.

2. Any on view arrests made during a mutual aid request will be handled and prosecuted by the officer who observes the violation.

3. Villanova may exercise jurisdiction outside the Campus Area for: a) foot pursuits if fresh and continuous; b) vehicle pursuits if a forcible felony and such pursuit does not create a dangerous condition; or c) upon the adjacent public streets and sidewalks set forth on Exhibit "A" when a potential crime is witnessed. Any such pursuits or investigations shall be turned over to Radnor as soon as safely possible.

4. Radnor agrees to provide Villanova short-term access (until a District Justice is available for arraignment) to the Radnor Township holding area to maintain custody of arrestees. Villanova agrees to follow all policies and procedures established by the Radnor Police Department for the holding cell area and a Villanova officer shall be present at all times when an individual arrested is being held in the Radnor facility. Villanova shall also provide personnel for any emergency hospital transports. Radnor Police Department shall, at all times, operate, control and have authority over the holding area.

5. Villanova shall pay an annual fee of \$10,000 for: 1) Villanova's use of the Radnor holding cell as needed; and 2) Any additional staffing by Radnor as a result of Villanova's use of the holding cell; and 3) Villanova's use of the Radnor live scan system. Radnor reserves the right to assess Villanova for any damage to the Radnor holding cell facilities or live scan equipment as a result of Villanova's use of these facilities. This fee may be revised annually by Radnor. The annual revision is limited to a 5% increase of the then current annual fee.

C. Investigations/Warrants

1. When a Radnor Police Department officer has a warrant for the arrest of a Villanova University student or other individual in the Campus Area, or has probable cause to arrest without a warrant, the Radnor officer serving the warrant shall contact the Villanova University Police Department headquarters prior to service. When a Villanova Police Department officer has an arrest warrant for an individual outside the Campus Area, or has probable cause to arrest without a warrant, the Villanova officer serving the warrant shall contact the Radnor Police Department headquarters prior to service.

2. The Villanova University Police Department will assist the Radnor Police Department with locating the subject of the warrant or individual being arrested. The Radnor Police Department will assist the Villanova Police Department in serving arrest or search warrants outside the Campus Area.

3. The Radnor Police Department will promptly notify the Villanova Police Department when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, domestic or dating violence, stalking, or hate crimes which have occurred on the Campus Area and that come to the attention of the Radnor Police. The purposes of this notification are to coordinate resources to prevent further victimization, to trigger appropriate institutional investigative action and disciplinary proceedings against alleged offenders, and to adequately inform the greater campus community of serious ongoing threats. Except in rare and exigent circumstances, personally identifying information will be shared only with the consent of the victim.

D. Sexual Assault Response & Investigation

1. Radnor understands that once Villanova becomes aware of an incident of either completed or attempted sexual assault, dating violence, domestic violence, and stalking, it has obligations to take prompt and appropriate action to investigate, independent of any investigation by the Radnor Police Department. Villanova understands that Radnor may initiate an investigation and prosecution independent of any campus administrative proceeding. The Parties agree that if a victim requests confidentiality regarding a reportable incident, the Parties will take all reasonable steps to comply with the victim's request or inform the victim when the Parties cannot ensure confidentiality.

2. SANE Exams and Evidence Collection/Preservation

The Parties agree that in the immediate aftermath of a sexual assault, a victim should be directed to, and receive assistance (including transportation where appropriate) to access services, including referrals to counseling, a health examination and with the victim's consent, a sexual assault nurse examiner's examination ("SANE"), at no cost to the victim and irrespective of whether the victim engages with law enforcement. The Parties may contact Villanova's Sexual Assault Resource Coordinator ("SARC") or the community rape crisis center (WOAR or similar organization) upon receiving the consent of the victim.

The Parties agree that under all circumstances in which the victim consents to a medical examination and a SANE exam, Radnor and/or Villanova Police will provide transportation to the local medical facility where SANE exams are conducted, usually Bryn Mawr Hospital or other medically approved hospital. If the victim declines transportation or if the victim reports to the medical facility, the police department with jurisdiction will respond to the medical facility. With the consent of the victim, the medical facility can contact the community rape crisis center to respond to the medical facility to provide support to and advocacy for the victim.

The Parties agree to ensure the timely and proper collection of evidence in accordance with the protocols established by the Delaware County District Attorney's Office.

3. Coordination During Ongoing Investigations.

The Parties will regularly confer on the status of an active sexual assault investigation to ensure Villanova's compliance with federal requirements while maintaining the integrity of an active criminal investigation.

The Parties agree, as soon as is practicable and as allowable by Federal and State law, to share relevant documentation and other information created and/or maintained during Radnor Police investigations (such as records of interviews and physical evidence gathered) when a victim of sexual assault and/or an alleged suspect are students or employees of the University/Campus.

Where possible and appropriate, Villanova and Radnor agree to conduct joint victim and witness interviews to avoid the need for duplicative interviews. Consistent with trauma informed interview and investigatory practices, Villanova and Radnor will develop materials to inform the victim of his or her rights and options in both the short and long-term, provide access to any necessary health or safety resources and encourage the victim to engage with Villanova University Police, Radnor Police, the University Sexual Assault Resource Coordinator, off-campus rape crisis resources and/or privileged counseling services.

Neither Villanova nor Radnor will directly or indirectly discourage, or alternatively require, the victim from making a Title IX or criminal complaint.

IV. On-Scene Chain of Command

A. Except for crimes listed in III.A.2, for incidents occurring within the Campus Area, the highest-ranking Villanova officer shall be in command unless Villanova requests that Radnor assume control of the incident.

B. All communications between Police Departments at the scene shall be made through the highest-ranking on-scene commanding officer.

C. The highest-ranking on-scene commanding officer of the Radnor Police Department will maintain ongoing communication with the highest ranking officer of Villanova. Deference shall be afforded by the highest ranking Radnor commander to the ranking Villanova commander, in awareness that Villanova personnel possess the knowledge and expertise as it relates to Villanova University's building, facilities, resources, and community members.

D. Villanova may, at its sole discretion, request assistance from outside law enforcement, crime scene processing and agencies that perform other specialized functions.

V. Release of Public Information

A. The release of information concerning incidents identified in Section III.A.2 and all incidents where Villanova has requested Radnor's involvement shall be coordinated between Radnor and Villanova.

B. Villanova shall have the authority to inform students, parents and the public of the actions it has taken to investigate and report any crimes occurring on campus provided such release of information does not jeopardize an ongoing investigation.

C. To facilitate the issuance of Clery Act required timely warnings and emergency notifications, the Parties acknowledge that Villanova, by law, need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is Villanova required to seek preclearance of the content of any warning/notification. However, Villanova will inform Radnor about such warnings as soon as practicable.

D. In the event of information pertaining to any incident which may negatively impact on the reputation of Radnor Township or Villanova, the Radnor Police Superintendent and the Villanova Police Chief, or their designees shall be notified prior to the release of such information.

VI. Training

A. Radnor and Villanova will strive to provide cooperative training opportunities and technical assistance to one another's personnel regarding:

- 1) Investigative methods and best practices relating to evidence collection and preservation, victim and suspect interviewing, witness interviewing and preparation, review of sexual assault response and investigations to detect and address indications of explicit or implicit bias, and other matters as requested.
- 2) Overview of the University/Campus response to incidents of campus sexual assault, dating violence, domestic violence, and stalking
- 3) Compliance by Villanova with the Clery Act and Title IX.

VII. Professional Police Practices

A. Radnor and Villanova shall endeavor to utilize similar eligibility criteria and testing procedures for the hiring and/or promotion of its police officers, including a written test, an oral test, a physical agility test, and background investigation which shall include a criminal history review, a credit check and a polygraph test. The Departments shall provide to each other such information as is necessary to implement this provision.

B. Radnor and Villanova shall attempt to coordinate the purchase, use, and maintenance of similar equipment, supplies, and training to promote efficiency of Departments and the safety of its officers.

VIII. General Provisions

A. This MOU is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties except as set forth in the MOU, nor does the MOU create any joint or reciprocal liability for the conduct of each Party's respective law enforcement personnel.

B. This MOU is not intended to expand or reduce any rights of any party or any person involved in a criminal or administrative proceeding.

C. In the event of changes in Municipal, State or Federal law that require changes to this MOU, both Parties shall cooperate to amend the MOU to insure compliance with any such revised requirements.

D. Both Parties will communicate with each other to resolve any problem that may arise in fulfilling the terms under this MOU.

E. Each Party shall provide such general liability and other insurance as appropriate to protect against any claims arising out of that Party's performance under this agreement.

F. Nothing in this MOU shall be construed to limit the immunities of Radnor Township, its agents or employees, or the immunities of Villanova University, its agents or employees.

G. This MOU shall remain in effect for one (1) year from the date of final approval ("Initial Period"). This MOU may be modified in writing by mutual agreement of the respective Parties. This MOU shall be renewed for successive one (1) year periods unless terminated by either Party upon 60 days' prior written notice.

H. The Parties agree that this document sets forth the entire and final agreement between the Parties and there exist no other agreements, oral or written, other than the terms set forth herein.

I. In the event of a dispute between the Parties concerning the extent of the duties to be rendered pursuant to this MOU or the level of performance of such duties, the Parties agree to resolve any such dispute through a meeting and discussion between and among the Superintendent of the Radnor Township Police Department and the Chief of the Villanova Police. In the event the Superintendent and Chief cannot reach an agreement, they shall consult with the Delaware County District Attorney in an effort to reach a mutually acceptable resolution.

J. Each Party shall furnish and supply all necessary supervision, equipment, communication facilities and supplies necessary to enforce the laws of the Commonwealth consistent with this agreement.

K. The Parties agree that each Party shall bear its own costs of performance of all obligations hereunder.

L. In performing law enforcement duties pursuant to this MOU, each Party will act independently and not as an employee or agent of the other Party. The relationship of Radnor and Villanova shall not be construed to constitute a partnership, joint venture or any other relationship, other than of two independent police departments. Radnor retains all of its rights, immunities, and authority under the Municipality Tort Claims Act, 42 Pa. C.S.A §8521, et seq.

IN WITNESS WHEREOF, this MOU shall be executed as of the date and year first above written.



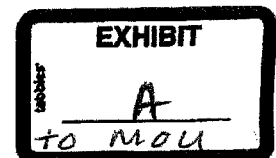
RADNOR TOWNSHIP



VILLANOVA UNIVERSITY

Public Streets Surrounding Villanova University

County Line Road
Lancaster Avenue
Springmill Road
Ithan Avenue
Aldwyn Lane
Brooklea Road
Browning Lane
Matsonford Road
Ashwood Road
Meadowwood Road
Buckingham Road
Barleycone Lane
N. Blackfriar Road
Braxton Road
Rodney Road
Wistar Road
1476
Hilldale Road
Kenilworth Road
Wooded Lane
Villanova Road
Tindall Lane

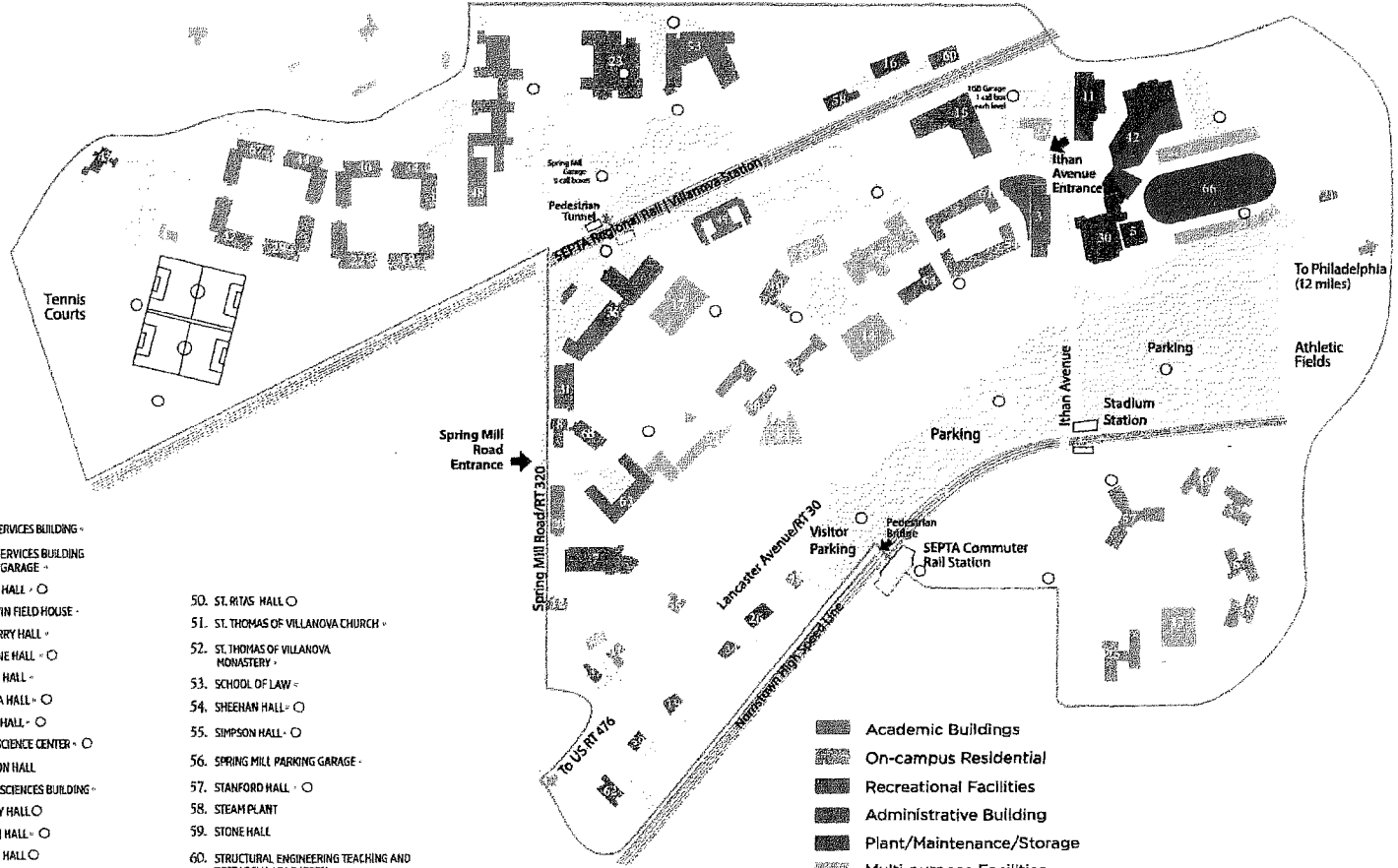




VILLANOVA
UNIVERSITY

- | | | |
|---|---|--|
| 1. ALUMNI HALL ○ | 27. HEALTH SERVICES BUILDING - | 50. ST. RITAS HALL ○ |
| 2. AUSTIN HALL ○ | 28. HEALTH SERVICES BUILDING
PARKING GARAGE - | 51. ST. THOMAS OF VILLANOVA CHURCH - |
| 3. BARTLEY HALL ○ | 29. JACKSON HALL ○ | 52. ST. THOMAS OF VILLANOVA
MONASTERY - |
| 4. BURNS HALL - | 30. JAKE HEVIN FIELD HOUSE - | 53. SCHOOL OF LAW - |
| 5. BUTLER ANNEX | 31. JOHN BARRY HALL - | 54. SHEEHAN HALL - ○ |
| 6. CAUGHILIN HALL ○ | 32. KATHARINE HALL - ○ | 55. SIMPSON HALL - ○ |
| 7. CEER: CENTER FOR ENGINEERING EDUCATION
AND RESEARCH - ○ | 33. KENNEDY HALL - | 56. SPRING MILL PARKING GARAGE - |
| 8. CHEMICAL ENGINEERING BUILDING | 34. KLEKOTKA HALL - ○ | 57. STANFORD HALL ○ |
| 9. CONNELLY CENTER - | 35. MCGUIRE HALL - ○ | 58. STEAM PLANT |
| 10. CORR HALL - ○ | 36. MENDEL SCIENCE CENTER - ○ | 59. STONE HALL |
| 11. DAVIS CENTER FOR ATHLETICS
AND FITNESS - | 37. MIDDLETON HALL | 60. STRUCTURAL ENGINEERING TEACHING AND
RESEARCH LABORATORY - |
| 12. DELUREY HALL ○ | 38. MILITARY SCIENCES BUILDING - | 61. SULLIVAN HALL - ○ |
| 13. DONAHUE HALL - | 39. MORTARTY HALL ○ | 62. TECHNOLOGY SERVICES BUILDING - ○ |
| 14. DOUGHERTY HALL - | 40. HOULDEN HALL - ○ | 63. TOLENTINE HALL - |
| 15. DRISCOLL HALL - ○ | 41. O'DWYER HALL ○ | 64. VASEY HALL - |
| 16. FACILITIES MANAGEMENT BUILDING - | 42. PAVILION - | 65. VILLANOVA UNIVERSITY CONFERENCE
CENTER - |
| 17. FALVEY MEMORIAL LIBRARY - ○ | 43. MCCOTTE HALL AT DUNDALE ○ | 66. VILLANOVA STADIUM - |
| 18. FARLEY HALL - | 44. RUDOLPH HALL - ○ | 67. WELSH HALL - ○ |
| 19. FARRELL HALL - ○ | 45. ST. AUGUSTINE CENTER
FOR THE LIBERAL ARTS - ○ | 68. WHITE HALL - |
| 20. FEDIGAN HALL - ○ | 46. ST. AUGUSTINE CENTER FOR
THE LIBERAL ARTS PARKING GARAGE - | |
| 21. GALBERRY HALL | 47. ST. CLARE HALL - ○ | |
| 22. GALLEN HALL - ○ | 48. ST. MARY'S HALL - ○ | |
| 23. GAREY HALL - | 49. ST. MONICA HALL - ○ | |
| 24. GERAGHTY HALL | | |
| 25. GOOD COUNSEL HALL ○ | | |
| 26. GRIFFIN HALL | | |

Approximately 1 mile to Villanova University Conference Center. County Line Road



- Academic Buildings
- On-campus Residential
- Recreational Facilities
- Administrative Building
- Plant/Maintenance/Storage
- Multi-purpose Facilities
- Parking/Access to Parking
- Public Property
- Blue line surrounding perimeter denotes on-campus boundary
- Call Box Indicator: Phones located at buildings with direct-dial to Public Safety are indicated on key; Call Boxes to Public Safety are indicated on map
- Handicapped Accessible Parking Area

