

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
JOHNS HOPKINS POLICE DEPARTMENT AND THE
POLICE DEPARTMENT OF BALTIMORE CITY
COORDINATION OF LAW ENFORCEMENT RESPONSIBILITIES

This Memorandum of Understanding (“MOU”) was made on this 2nd day of December, 2022, by and between The Johns Hopkins University, a Maryland corporation (the “University”) and the Police Department of Baltimore City, an agency and instrumentality of the State of Maryland (the “BPD”). The University and BPD are collectively referred to herein as “the Parties” and each as a “Party.”

RECITALS

WHEREAS, the Community Safety and Strengthening Act (“CSSA”), Md. Code Ann., Educ. § 24-1201, *et seq.*, authorizes the University to establish a University police department based on an MOU between the University and the BPD;

WHEREAS, the Parties are committed to the University providing constitutional, professional, equitable, and community-oriented law enforcement services to the residents of Baltimore City, subject to the statutory framework in the CSSA that provides oversight of the Johns Hopkins Police Department (“JHPD”) and alignment with public interests in safe, secure, and accountable policing, including, among other provisions: state-mandated public reporting, training, policy development, and third-party accreditation requirements; exemptions from state immunity protections; local hiring and recruitment targets; and multiple layers of public accountability and oversight, including the Johns Hopkins University Police Accountability Board, Baltimore City Accountability Board and Administrative Charging Committee, and Baltimore City Civilian Review Board;

WHEREAS, the areas of primary jurisdiction of the JHPD are described in the CSSA and defined as the “Campus Area”;

WHEREAS, the Parties desire to have and exercise concurrent jurisdiction on the Campus Area;

WHEREAS, it is in the public interest that police departments throughout the State of Maryland and the United States cooperate to the greatest extent possible to provide prompt, effective and professional police services, enforcement, and police operations;

WHEREAS, the Parties realize and agree that it is in the best interest of the citizens of Baltimore City and in the furtherance of their respective goals to coordinate and cooperate in their respective law enforcement activities;

WHEREAS, the police officers of the JHPD will be trained in current law enforcement techniques and are or will be completing a course of training, which includes subjects prescribed by the Maryland Police Training Commission pursuant to Section 3-201, *et seq.*, Public Safety Article, Annotated Code of Maryland;

WHEREAS, the Parties agree that these Recitals are hereby made a part of this MOU.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

A. Purpose and Objectives

This MOU has been developed to detail some of the working arrangements of the JHPD and the BPD in order to maximize effective cooperation between JHPD and BPD specifically as it relates to situations requiring a police response. It is the desire of both the JHPD and BPD 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 the Campus

Area in which JHPD and BPD have jurisdiction. The Parties are permitted to enter into this agreement pursuant to the CSSA.

BPD and the Mayor and City Council of Baltimore (the “City”) are under a federal Consent Decree to ensure that, among other things, the BPD and City protect individuals’ statutory and constitutional rights, and promote public safety in a manner that is fiscally responsible and responsive to community priorities. The Consent Decree was executed on January 12, 2017, and entered as an Order on April 17, 2017, in the case of *U.S. v. Police Department of Baltimore City, et. al.*, in the U.S. District Court for the District of Maryland under Civil Action No. 17-JKB-0099. The Federal Court retains jurisdiction over the City’s and BPD’s police reform requirements under the Consent Decree and BPD’s activities under this MOU are intended to comply with and further the implementation of the Consent Decree. This MOU is a foundational document that provides for the implementation of JHPD and begins to create a JHPD culture. At the inception of the JHPD, it will adopt policies and practices appropriate for the University and broader Baltimore community that shall meet or exceed the principles reflected in BPD’s polices that have been approved by the community, U.S. Department of Justice, and the Federal Court in Baltimore on (i) Stops, Searches and Arrests, (ii) Use of Force and (iii) Fair and Impartial Policing. As a state-authorized police department, the JHPD is required to comply with all applicable state reporting requirements, including reporting on use of force incidents, officer-involved deaths, and traffic stops. The JHPD also is subject to additional reporting requirements regarding recruitment efforts, 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

1. Definitions

- a) Campus Area – Per the enabling statute, Md. Education Code Ann. § 24-1201(c), “campus area means any property that is: (i) owned, leased, or operated by, or under the control of Johns Hopkins University; (ii) located on: 1. The Homewood Campus, meaning the area bounded by West University Parkway and East University Parkway on the north, East 28th Street and West 28th Street on the south, Remington Avenue and Stony Run stream on the west, and North Calvert Street on the east; 2. The East Baltimore Campus, meaning the area bounded by East Eager Street on the north, East Baltimore Street on the south, North Caroline Street on the west, and North Castle Street on the east; or 3. The Peabody Campus, meaning the area bounded by West Madison Street and East Madison Street on the north, East Hamilton Street and West Hamilton Street on the south, Cathedral Street on the west, and Saint Paul Street on the east; and (III) used for educational or institutional purposes.” Campus Area “includes the public property that is immediately adjacent to the campus, including: (i) a sidewalk, a street, or any other thoroughfare; and (ii) a parking facility.” In the Campus Area the JHPD shall exercise primary, but not exclusive, jurisdiction and shall be primarily responsible for the enforcement of state and local laws, the protection of life and property, and will usually be the first responder for incidents occurring in those Campus Areas, consistent with the exceptions noted in this MOU and Maryland law.

- b) University police officer means a police officer of the JHPD as established in the CSSA, §24-1201(g).
 - c) Initial Response – The JHPD will have the primary responsibility of patrolling the buildings and property of the Campus Area. The JHPD will handle all incidents in accordance with the CSSA and this MOU, and serve as the first responder to all routine calls for service, all non-emergency calls for service, and all emergency calls for service within the Campus Area that call for a police response.
2. Concurrent Jurisdiction of the BPD and the JHPD – BPD and JHPD have Concurrent Jurisdiction for the Campus Area. Pursuant to the CSSA, “a University police officer may exercise police powers within areas adjacent to the Campus Area only if: (1) the University receives a majority of support from the members of the relevant campus–adjacent communities for the police department to operate in their communities; and (2) the Baltimore City Council approves a resolution affirming that the University has received the support required under this paragraph and specifying the campus–adjacent community areas in which the police department is authorized to operate.”
3. A police officer of the JHPD may not exercise police powers on any other property unless 1) engaged in fresh pursuit of a suspected offender; 2) necessary to facilitate the orderly flow of traffic to and from a campus area; 3) specially requested or authorized to exercise the powers in Baltimore City by the Mayor of Baltimore City if there is a sudden and unforeseen emergency of such public gravity and urgency that it requires an immediate response to protect the public welfare, and the Mayor

issues an order declaring an emergency that specifies the manner in which the police officer's powers will be exercised; or 4) ordered to exercise the powers by the Governor under a declared state of emergency. When the emergency declaration by the Mayor or Governor ends, that broader authorization for the JHPD to exercise police powers outside of the campus area will also end.

C. Accident/Collision Investigations / Traffic Enforcement

1. While either Party may be the first to respond to a scene, the BPD will have primary responsibility in all pedestrian and vehicular accident/collision investigations resulting in death or serious bodily harm.
2. The JHPD may conduct traffic enforcement efforts within the defined Campus Area, in coordination with BPD. JHPD shall report all traffic enforcement statistics to the BPD, to include traffic stop data.

D. Criminal Investigations

1. Md. Education Code Ann. § 24-1202(b)(1) refers to the FBI's Uniform Crime Reporting System ("UCR"). In 2020, the FBI ceased tracking crime statistics through the UCR's Summary Reporting System ("SRS") and began collecting crime statistics only through the National Incident-Based Reporting System ("NIBRS"). As required, BPD reports crime under the NIBRS system. JHPD covenants and agrees to report crime under the NIBRS system. The BPD will have primary responsibility in all investigations and arrests related to Group A offenses under NIBRS program, which are listed on Appendix A attached to this MOU except:
 - a) Larceny/Theft Offenses;
 - b) Burglary/Breaking & Entering, and

- c) Motor vehicle theft, for which JHPD will have primary responsibility for investigations and arrests along with all Group B offenses under the NIBRS program.
2. At its sole discretion, the BPD may elect to take over primary investigatory responsibility from the JHPD for Larceny/Theft Offenses, Burglary/Breaking & Entering, and motor vehicle theft in order to necessitate an ongoing investigation. Upon request of BPD, the JHPD may assist the BPD with the investigation.
3. BPD will keep the JHPD informed on the progress and resolution of all cases that BPD investigates that occur within JHPD jurisdiction.
4. In the event of serious injury or death on the Campus Area, the notice to the next of kin will be made by the BPD in conjunction with appropriate officials from JHPD consistent with BPD policies, procedures, and regulations.
5. The JHPD will report to the BPD all criminal offenses that occur in the Campus Area.

E. Body Worn Cameras

Pursuant to Md. Education Code Ann. § 24-1203, JHPD police officers must wear and use body worn cameras. Both agencies agree to grant the other access to its body-worn camera (BWC) system for assistance in investigating any criminal or administrative matter. Each agency shall bear the costs and expenses of its own body worn camera program. The JHPD will ensure that their body worn camera program is compatible with BPD's program, including but not limited to ensuring the protection of confidential, sensitive or private data as required under BPD's body worn camera policy.

F. Crime Lab / Crime Scene / Evidence Submissions

1. Crime scenes in the area of Concurrent Jurisdiction for which BPD has primary responsibility will be processed by BPD Crime Lab technicians in accordance with BPD policies and procedures. Requests made by the JHPD to BPD Crime Lab to process crime scenes for which JHPD has primary investigatory responsibility shall be honored, subject to available resources, following the BPD's prioritization and other criteria for requesting crime scene processing. Where BPD processes a crime scene, it shall also collect and analyze evidence in accordance with BPD policies and procedures. JHPD may choose to have other labs analyze evidence for which it has primary investigation responsibility. The University shall pay to the BPD costs and expenses of BPD's Crime Lab required to process and analyze crime scenes for which JHPD has primary investigatory responsibility, including as needed the costs of up to one (1) crime lab analyst employed by BPD's Crime Lab.
2. Evidence collected from crime scenes by JHPD or BPD will be maintained at the Evidence Control Unit of the BPD, in accordance with BPD governing policies, procedures and regulations.
3. Stolen vehicles will be impounded consistent with governing policies, procedures and regulations of the BPD and stored at a BPD/Baltimore City Impound Lot.

G. Search And Seizure Warrants

1. BPD shall notify the JHPD, and JHPD shall notify BPD, whenever possible, of the execution of search and seizure warrants or any barricade situation, hostage situation, or unusual occurrences within the Campus Area.
2. JHPD will ensure that its search and seizure warrants go through BPD's de-confliction process as it is amended from time to time.

3. 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, and shall retain full command and control of the incident.

H. Arrests/Prisoner Processing and Transport

1. When JHPD officers affect an arrest, they shall prepare an official police report.
2. When needed and in accordance with BPD policies and procedures, JHPD will be granted access to utilize BPD District facilities for the processing of prisoners, or the issuance of criminal citations. At all times, JHPD will maintain custody of any prisoner brought into a BPD facility pursuant to this section.
3. JHPD officers shall be responsible for the proper preparation of all charging documents for their arrests, unless BPD is taking over the investigation pursuant to this Memorandum of Understanding.
4. JHPD shall be responsible for its own policies, protocols, and funding for prisoner transport for those individuals who have been arrested by JHPD officers.
5. Once detained at the Baltimore Central Booking and Intake Center (“BCBIC”), any personal property of the arrestee becomes the responsibility of the BCBIC personnel in accordance with the existing procedures of the BCBIC, as well as the Maryland Department of Public Safety and Correctional Services.
6. Personnel from JHPD and BPD will appear in court as is necessary to testify in any matter resulting from joint police action. Personnel from either Party will appear and assist as a witness when necessary in any court hearing.

7. Persons arrested in areas of Concurrent Jurisdiction will be processed in accordance with the guidelines of the arresting agency.
8. Arrestees of the JHPD who require medical attention or mental evaluation prior to the booking process shall be transported to a medical facility by the JHPD or Emergency Medical Services, and if required, shall be guarded by the JHPD until released.
9. Arrestees of the JHPD detained in BCBIC who subsequently require medical attention or mental evaluation shall be the responsibility of the BCBIC.
10. Nothing contained in this Memorandum of Understanding shall affect the grant of police powers contained in Title 2, Law Enforcement Procedures; Arrest Process, Criminal Procedure Article, Annotated Code of Maryland.

I. Arrest Warrants

1. The JHPD shall obtain and execute warrants (Arrest/Bench/Retake/Violation of Probation or Parole) necessary to discharge its official duties within the Campus Area and area of Concurrent Jurisdiction. Warrants for service outside the Campus Area or area of Concurrent Jurisdiction shall be submitted to BPD (or another appropriate police agency) for service. Notwithstanding, 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 is notified and is the primary agency affecting the arrest.
2. Any warrants originating with JHPD that are not served shall be retained by the JHPD.
3. BPD shall 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

1. Pursuant to the Md. Education Code Ann. § 24-1208(d), the JHPD will submit all incident reports to BPD using the BPD's standard reporting policies and systems. JHPD will obtain, at its sole cost and expense, licenses, equipment and software to submit incident reports to BPD using BPD's then current records management systems.
2. In accordance with applicable law and BPD policies and procedures, authorized JHPD personnel may be granted access to the records of the BPD for purposes of investigation, crime analysis, identifying trends and patterns, and statutory and/or regulatory reporting requirements (such as those required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, otherwise known as the Clery Act). JHPD shall make reciprocal access available to BPD upon BPD written request.
3. In accordance with applicable law and their respective policies and procedures, the BPD and the JHPD shall share access to all reports concerning incidents within the campus area. Consistent with its past practices, the BPD shall promptly provide all statistical information requested by the JHPD in order for Johns Hopkins University and Johns Hopkins Medicine 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).
4. The JHPD will be a criminal justice agency with an assigned National Crime Information Center (NCIC) Originating Agency Identifier (ORI). JHPD shall seek NCIC access and police record information directly from NCIC. The JHPD shall make all requests via its Crime and Data Analysis Section. The JHPD shall abide by all rules, policies, and procedures of the NCIC, the National Law Enforcement Telecommunications Systems (NLETS), and the Maryland Electronic

Telecommunications Enforcement Resource System (METERS).

5. JHPD currently has access to the Baltimore City Emergency Communications Center's Computer Aided Dispatch (CAD) system, for purposes of monitoring and assisting in the dispatching of officers for calls for service in the Campus Area through an MOU with the Baltimore City Fire Department and BCIT.
6. Both the JHPD and the BPD undertake responsibility to ensure that when requested, their respective police departments shall, from time to time, in compliance with applicable laws, agreements, and policies and procedures, and within the limits of their respective jurisdictions, communicate to each other information for the prevention and investigation of crime, the promotion and maintenance of law and order, the protection of victims, the location of offenders, and for bringing offenders to justice. The Parties acknowledge that sensitive, personal, and personnel data may be exchanged from time to time between the Parties as a result of this provision and the Parties agree to protect and limit the use and dissemination of such information in accordance with applicable laws, agreements, and procedures.
7. The Parties shall retain and maintain all records and documents relating to this MOU 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

1. While either agency may be the first police responder in any situation in the area where the Parties have Concurrent Jurisdiction, the first responder shall immediately respond to protect and preserve life and property, in accordance with their policies and

procedures, training and experience. The first police responder should begin a police response without waiting for another police responder to arrive. Upon the arrival of BPD when BPD is not the first police responder, BPD shall become the lead agency relative to any serious emergency situation when it is safe to change incident leadership in an emergency situation (e.g., active shooter, mass casualty, SWAT operation) or that involves a serious incident that occurs for which BPD has primary investigative authority as defined in Section D of this MOU. Where BPD is the first police responder to an incident in the area of Concurrent Jurisdiction, with the assistance of JHPD Commanders, BPD will be the agency in command and control of the scene and the incident and as BPD commanders and officers with specialized expertise arrive, incident command shall follow BPD's Incident Command System (ICS). The BPD will relinquish command and control when the situation has been safely resolved. Upon request of BPD, the JHPD shall provide operational and investigative assistance consistent with adequate staffing levels.

2. In those instances where special events are planned on the campus area, JHPD will give sufficient notice to the BPD for its situational awareness.
3. Consistent with Section 24-1202(b)(1) of the Education Article of the Annotated Code of Maryland, any crime that requires investigation by BPD's Crime Lab and/or Homicide Division will be handled by BPD.
4. 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. There may be costs and expenses associated with JHPD participating in

BPD education and training programs and these costs and expenses will be borne by JHPD.

5. Additional costs incurred by BPD: The Parties agree that JHPD will compensate BPD for additional costs and expenses, beyond usual and standard costs and expenses associated with general policing matters, incurred by BPD as a result of this MOU.
6. The University and JHPD will not directly solicit BPD sworn officers for employment with JHPD during the Term of this MOU, provided that this prohibition shall not restrict JHPD from generally advertising openings that are not targeted at BPD or its personnel. The University and JHPD further agree that it will hire no more than five (5) BPD sworn officers per year during the Term of this MOU, although that annual cap on hiring BPD sworn officers shall not apply to former BPD personnel that are separated from employment with BPD for more than six months at the time of their hiring.
7. In the event that the University desires assistance from BPD above and beyond what is envisioned in this MOU, the Parties agree that BPD will consider such assistance, in its sole discretion, following a written request from the University's Vice President for Public Safety.
8. In the event that either agency desires assistance from the other in particular circumstances not specifically discussed in this MOU (e.g., oversight of parades, public celebrations, etc.), but within the confines of jurisdiction of the agency being requested, the Parties agree that they will consider such assistance, in its sole discretion, following a written request from the other.

9. The 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.
10. The JHPD shall use the BPD's field reports or reports identical to such reports for incidents occurring within the area of Concurrent Jurisdiction, and will provide the following information:
 - a) Print the prefix or letter ["JH"] before the Central Complaint Number
 - b) Print the words ["JH"] Complaint"" on the first line of the narrative section.
11. The JHPD shall share access to all incident reports to the BPD using the standard reporting policies and systems of the BPD as these are updated from time to time.
12. The JHPD shall remain under the direction and supervision of appropriate JHPD officers in accordance with JHPD policies and procedures. Nothing in this MOU shall be construed to impose a duty of supervision or control of any JHPD officer upon BPD.
13. The BPD shall grant JHPD access to its CCTV system and cameras that are located on or near the JHPD primary and concurrent jurisdiction for purposes of criminal and administrative investigations.
14. The BPD agrees to share equipment (e.g., barricades, remote lighting sources, Emergency Services Unit) when available/as needed for crowd control, major events, and investigations.
15. A member of JHPD's senior leadership shall attend regular meetings with BPD to discuss and provide information on JHPD's operations. The frequency and scope of such meetings shall be determined by the Parties.

L. Term

1. The Initial Term of this MOU shall be for a period of seven (7) years beginning on the 2nd day of December 2022 and ending on the 2nd day of December 2029. Either Party may terminate this MOU for any reason including its own convenience upon thirty (30) days written notice to the other party (or BPD may terminate immediately, in the event of a state or federal judicial or governmental finding that JHPD has engaged in a pattern and practice of unconstitutional policing), *except that* Sections A, B, and L of this MOU, regarding the purposes, objectives, and jurisdiction of the JHPD, as well as the limitations on liability of the Parties, shall remain in effect as long as the CSSA remains in effect unless the Parties mutually agree on modifications to those Sections.
2. JHPD is an unincorporated division of the University and not a separate legal entity. If JHPD is restructured into a separate legal entity, then it will join this MOU as an additional party through an amendment to this MOU.
3. In the event that the Maryland General Assembly determines, pursuant to §24-1212 of the CSSA, to reestablish the terms and conditions of the CSSA, the Parties may extend and/or modify the terms of this MOU by a written amendment approved by the parties and the Board of Estimates.

M. Limitation of Liability

Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Agreement, and neither party shall try to hold the other liable with respect to any matter not arising from the other party's actions or omissions. BPD and the City assume no liability for any actions taken by the University under this MOU

or otherwise, and the University assumes no liability for any actions taken by the BPD and the City under this MOU or otherwise.

N. Amendment / Modification

Any and all amendments or modifications to this MOU shall be in writing and executed pursuant to applicable laws and regulations governing this Memorandum of Understanding.

O. Applicable Law

In any and all matters covered by this MOU, the Parties hereto agree to act in accordance with and in compliance with all applicable provisions of Federal, State, and local laws, ordinances, and regulations.

P. Governing Law

This MOU shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

Q. Multiple Copies

This MOU shall be executed in any number of copies and each copy shall be deemed an original.

R. Notices

All notices, requests, claims, demands and other communications required or permitted under this MOU shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this MOU or such other address as either party may specify in writing to the following. All Notices shall be effective upon receipt by the party to which notice is given:

FOR THE BPD:

Michael S. Harrison, Police Commissioner
Baltimore Police Department
242 W 29th St.
Baltimore, MD 21211

With a copy to:

James L. Shea, City Solicitor
Baltimore City Department of Law
City Hall, Suite 101
100 N. Holliday St.
Baltimore, MD 21202

Ebony Thompson, Deputy City Solicitor
Baltimore City Department of Law
City Hall, Suite 101
100 N. Holliday St.
Baltimore, MD 21202

FOR THE UNIVERSITY:

Dr. Branville Bard
3400 N. Charles Street
Johns Hopkins Public Safety
Baltimore, MD. 21218

With a Copy to

Paul Pineau, General Counsel
3400 N. Charles St,
Garland Hall 113
Baltimore, MD 21218

S. Non-discrimination

The University and the JHPD shall operate under this MOU so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the

position. The University and JHPD shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

JHU's Office of Institutional Equity (OIE) is responsible for ensuring JHPD compliance with equal opportunity and discrimination laws as well as university policies. OIE works with the JHU community to ensure that practices across the university are consistent with federal and state mandates, as well as existing university policies regarding equal access, employment and educational opportunity for all students, staff and faculty, without regard to gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status or other legally protected characteristic.

T. Policies and Training Requirements

To ensure a healthy and effective community-police relationship with the diverse populations that matriculate, are served by, employed by, or live in proximity of Johns Hopkins University and Johns Hopkins Hospital, on a yearly basis, first-line officers, first-line supervisors, and first-line administrations of the JHPD, and all of its auxiliary officers/agents throughout its Baltimore City campuses, will complete training, designed, and conducted in partnership with the BPD's Equity Office and Educational and Training Unit related to Cultural Responsiveness and Diversity, Equity and Inclusion in Police Decision Making, or some similar training agreed upon by BPD's Equity Office and Education and Training Unit and JHU.

JHPD must adopt and maintain a set of nationally recognized best practices for in-service training, policies, protocols, and accountability measures for the following non-exclusive

list of topics: de-escalation; use of force; fair and impartial policing; stop, searches, and arrests; and law enforcement peer intervention. JHPD may request assistance from BPD in the implementation and establishment of any of these best practices to ensure that they conform with this MOU.

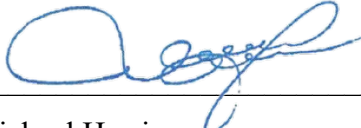
U. Entire Agreement

This MOU constitutes the entire and full understanding between the Parties hereto and neither Party shall be bound by any representations, statements, promises, or agreements, not expressly set forth herein.

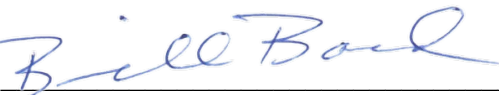
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SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the Parties hereby evidence their agreement to the above terms and conditions by having this Memorandum of Understanding to be executed and delivered as of the date first above written.


POLICE DEPARTMENT OF BALTIMORE CITY

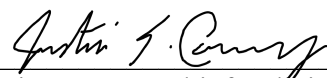
By: 
Name: Michael Harrison
Title: Police Commissioner

THE JOHNS HOPKINS UNIVERSITY

By: 
Name: Branville Bard
Title: Vice President for Public Safety

**Approved as to Form and
Legal Sufficiency:**


Paul Pineau, General Counsel
Office of the General Counsel
The Johns Hopkins University


Justin Conroy, Chief Solicitor
Baltimore City Law Department
Chief, Police Legal Affairs

Appendix A
National Incident-Based Reporting System
Group A and B Offenses

NIBRS Components:

24 Offense Categories
52 Group A Offenses
10 Group B Offenses
58 Data Elements

Offense Categories:

Crimes Against Persons
Crimes Against Property
Crimes Against Society

Group A Offenses

Animal Cruelty
Arson
Assault Offenses
 Aggravated Assault
 Simple Assault
 Intimidation
Bribery
Burglary/Breaking & Entering
Counterfeiting/Forgery
Destruction/Damage/Vandalism of Property

Drug/Narcotic Offenses
 Drug/Narcotic Violations
 Drug Equipment Violations
Embezzlement
Extortion/Blackmail
Fraud Offenses
 False Pretenses/Swindle/Confidence Game
 Credit Card/Automated Teller Machine Fraud
 Impersonation
 Welfare Fraud
 Wire Fraud
 Identity Theft
 Hacking/Computer Invasion
Gambling Offenses
 Betting/Wagering
 Operating/Promoting/Assisting Gambling
 Gambling Equipment Violations
 Sports Tampering
Homicide Offenses
 Murder and Nonnegligent Manslaughter
 Negligent Manslaughter
 Justifiable Homicide (Not a Crime)

Human Trafficking Offenses
Commercial Sex Acts
Involuntary Servitude
Kidnapping/Abduction
Larceny/Theft Offenses
 Pocket-picking
 Purse-snatching
 Shoplifting
 Theft From Building
 Theft From Coin-Operated Machine or Device
 Theft From Motor Vehicle
 Theft of Motor Vehicle Parts or Accessories
 All Other Larceny
 Motor Vehicle Theft
 Pornography/Obscene Material
 Prostitution Offenses
 Prostitution
 Assisting or Promoting Prostitution
 Purchasing Prostitution
 Robbery
 Sex Offenses
 Rape
 Sodomy
 Sexual Assault With An Object
 Fondling
 Sex Offenses, Nonforcible
 Incest
 Statutory Rape
 Stolen Property Offenses
 Weapon Law Violations

Group B Offenses

Bad Checks
Curfew/Loitering/Vagrancy Violations
Disorderly Conduct
Driving Under the Influence
Drunkenness

Family Offenses, Nonviolent
Liquor Law Violations
Peeping Tom
Trespass of Real Property
All Other Offenses