

**MEMORANDUM OF UNDERSTANDING FOR CITY OF COLUMBIA  
POLICE AND THE UNIVERSITY OF MISSOURI POLICE FOR OFF  
CAMPUS APARTMENTS AND PRIMARY RESPONSE BY LAW  
ENFORCEMENT OFFICERS**

(Designated "Off Campus MU Housing" Response Areas Only)

This Memorandum of Understanding ("MOU"), is entered into by the City of Columbia by and for the Columbia Police Department (hereinafter "City" and/or "CPD"), and the Curators of the University of Missouri for the University of Missouri Police Department (hereinafter "University" and/or "MUPD"), collectively the "parties" and/or "agencies" for the purpose of establishing a cooperative relationship in providing police services to the geographical area of portions of off campus housing leased by University in the city limits of Columbia, Missouri.

**WHEREAS**, the parties agree the University has special expertise in handling police calls for service involving students of the University; and

**WHEREAS**, the parties agree that there exists a high level of calls for service for CPD throughout the City, including apartment buildings rented by the University; and

**WHEREAS**, intergovernmental law enforcement service and assistance agreements are authorized by state law; and

**WHEREAS**, Federal Laws require specific reporting and emergency/timely warnings related to Universities; and

**WHEREAS**, the parties desire to create a cooperative relationship wherein MUPD will have operational authority and will be the primary response for calls for service for certain parcels of apartment complexes within the city limits as more fully set forth herein;

**NOW THEREFORE**, this MOU is entered into and between the City and University, effective as of the date of the last party to execute, as follows:

1. **Territory.** For purposes of this MOU "Off Campus MU Housing" shall be defined as only those buildings set forth on Exhibit A attached hereto and made a part hereof by reference. The parties agree that to be considered as Off Campus MU Housing, the property must be no less than an entire building rented by the University of Missouri and staffed by their Residential Life program.

2. **Operational Authority and Primary Response for Off Campus University Rentals.** The Parties agree that MUPD shall have primary response for the prevention of crime, the preservation of peace and order, the enforcement of laws and ordinances, the investigation, reporting and accounting of criminal offenses and for providing such other police services within buildings that are entirely rented by the University as the

regulations or orders of MUPD may require. In addition, MUPD shall have the primary response to calls for service and shall be the initial agency dispatched to calls for service. CPD will respond to calls for service for only those other buildings at any given address that are not rented by the University or upon the request of MUPD or shall be dispatched to emergency calls for service if MUPD is unavailable to respond to a call for service. Provided, however, nothing contained herein shall alter the powers or duties of law enforcement officers from either MUPD or CPD to protect the public. CPD and MUPD may take whatever action they deem appropriate in their sole discretion and judgment and CPD may respond to calls for service within Off Campus MU Housing when the circumstances warrant such response.

**3. Reports.** All investigative or case reports shall be prepared and maintained by the party providing primary response to a call for service within any building identified herein as Off Campus MU Housing. For purposes of uniformity, there will be no duplication in the preparation of reports, but rather a single report prepared and maintained by a designated individual within the agency providing primary response to a call for service. MUPD action at Off Campus MU Housing shall be recorded, numbered and classified as outlined by Uniform Crime Reporting or National Incident-Based Reporting System, and Clery Act requirements.

**4. Compensation.** Mutual aid, operational authority, and primary response assistance under this MOU shall be rendered without charge to the other Party both during normal conduct of police business and in emergency situations.

**5. Liability.** Each Party shall be responsible for all claims, damages and losses sustained by its own law enforcement agency and police personnel. This MOU shall not be so construed as to create any relationship between the police personnel of one Party and the other Party. Each Party hereto agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated, or shall be self-insured. A Party shall not be liable to the other Party for any action, failure to act, delay, mistake, failure to respond, negligence or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder. Each Party's employees or agents shall be subject to all provisions of law, and retain the same status as an employee or agent, as if such employee or agent was providing services within such Party's own jurisdiction.

**6. Term of the MOU.** The term of this MOU shall commence on the day of the last party to sign.

**7. Assignment.** This MOU shall not be assigned or subcontracted in whole or part by any party without prior written consent of all Parties.

**8. Compliance with Laws.** All Parties shall comply with all applicable federal, Missouri State and local laws, rules, regulations and ordinances.

**9. Governing Law.** This MOU shall be construed in accordance with and

governed by the laws of the State of Missouri.

**10. Relationship of Parties.** The Parties hereto, in the performance of this MOU, shall not act as agents, employees, partners, joint ventures, or associates of one another and shall not be construed as the employees or agents of the other party for any purpose whatsoever. Each party is responsible for its performance, including any associated costs.

**11. Sole Benefit of Parties.** This MOU is for the sole benefit of the Parties and shall not be construed as an agreement for the benefit of any third party. Nothing in this MOU is intended to confer any rights or remedies on any third party.

**12. Non-discrimination.** Each party agrees that it will not discriminate based on the race, color, religion, sex, disability, or national origin of any student or other person.

**13. Termination.** This MOU may be terminated by any party whenever, for any reason, such party determines the termination is in its best interest. Termination of services shall be effected by delivery to the other party of written notice at least thirty (30) days prior to the termination effective date.

**14. Entire Agreement.** This MOU constitutes the entire agreement between the Parties on primary response for Off Campus MU Housing. This MOU represents the only understanding between the parties on primary law enforcement response for Off Campus MU Housing. This MOU may be modified, supplemented, or amended, only by written agreement by the Parties. This MOU does not replace or alter any agreements regarding jurisdiction on streets or any mutual aid agreements between the parties.

**15. Supersede Prior Agreements in Conflict.** To the extent any prior jurisdictional or mutual aid agreement or memorandum of understanding between the parties is in conflict with this MOU as it relates to operational authority and primary response within Off Campus MU Housing, the terms and conditions of such agreement shall be superseded by this MOU and this MOU shall govern the relationship between the parties related to Off Campus MU Housing.

**16. Notice.** Whenever any notice, statement or other communication is required under this MOU, it shall be sent to the following addresses, unless otherwise specifically advised, in writing:

Chief of Police  
Columbia Police Department  
600 East Walnut  
Columbia, Missouri 65201

Chief of Police  
University of Missouri- Columbia  
901 Virginia Avenue  
Columbia, Missouri 65211

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the date set forth below the signature of such party:

**CITY OF COLUMBIA**

**THE UNIVERSITY OF MISSOURI**

\_\_\_\_\_  
John Glascock, City Manager

*Casey E Forbis*  
\_\_\_\_\_  
Printed Name: **Casey E Forbis**  
Title: **Sr. Business Services Consultant**

Dated: \_\_\_\_\_

Dated: 8/5/2020 Approved by OGC-PM via ei

**ATTEST:**

**WITNESS:**

\_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy Thompson, City Counselor

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*N*

**Exhibit A:**

**Exhibit A: Operational Authority and Primary Response for Residential Life Lease(s).**

The RISE Address: 915 Locust St, Columbia, MO 65201 this includes all apartments and the Parking Garage attached to the east. Private businesses are excluded.

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Campus Lodge located at 2900 Old 63 S, Columbia, MO 65201. Buildings 4, 5, 6, 7, 8, 9, 11, & 12. (Yards, sidewalks, parking lots, club house and swimming pool, etc. shall remain under the responsibility of CPD.)

