

# MU Greek Town MOU

Introduced by Treece

First Reading 7-15-19

Second Reading 8-5-19

Ordinance No. 023957

Council Bill No. B 208-19

## AN ORDINANCE

authorizing a memorandum of understanding with The Curators of the University of Missouri for Greek Town operational authority, mutual aid and primary response by law enforcement officers; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a memorandum of understanding with The Curators of the University of Missouri for Greek Town operational authority, mutual aid and primary response by law enforcement officers. The form and content of the memorandum of understanding shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

SECTION 2. The list of parcels constituting Greek Town set forth in Exhibit A to the memorandum of understanding may be amended from time to time in writing following a report to the City Council. Such amendment shall require execution of a new Exhibit A agreed upon by the chief law enforcement officer of both jurisdictions in the manner provided for in the memorandum of understanding. In order to be effective, the Chief of Police shall provide an original of any amended Exhibit A to the City Clerk to be placed on file with this ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.


PASSED this 5th day of August, 2019.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

023957  
Permanent Record  
Filed in Clerk's Office

**MEMORANDUM OF UNDERSTANDING FOR GREEK TOWN  
OPERATIONAL AUTHORITY, MUTUAL AID AND PRIMARY RESPONSE  
BY LAW ENFORCEMENT OFFICERS**

(Designated "Greek Town" 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") for the purpose of establishing a cooperative relationship in providing police services to the geographical area of Columbia known as "Greek Town", more fully defined below.

**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 Greek Town; 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 within the city limits of Columbia known as Greek Town 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 "Greek Town" shall be defined as those parcels set forth on Exhibit A attached hereto and made a part hereof by reference. The list of parcels constituting Greek Town may be amended from time to time by execution of a new Exhibit A agreed upon by the chief law enforcement officer of both jurisdictions. Such new Exhibit A shall be signed and dated by both chief law enforcement officers and a copy thereof filed with the City Clerk of the City of Columbia to attach to the original agreement on file with the City of Columbia ordinance approving execution of this MOU in order for such new Exhibit A to be effective .

2. **Operational Authority and Primary Response within Greek Town.** The Parties agree that MUPD shall have operational authority 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 Greek Town as the regulations or orders of MUPD may require. Greek Town shall be designated as a routine patrol area of MUPD officers. In addition, MUPD shall have the primary response to calls for service within Greek Town and shall be the initial agency dispatched to calls for service within Greek Town. CPD will respond to calls for service within Greek Town 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 Greek Town when the circumstances warrant such response. Both MUPD and CPD have concurrent legal jurisdiction and authority on the University campus including the affiliated properties of the University which are located off-campus and within the City.

**3. Reports.** All investigative or case reports shall be prepared and maintained by the party providing primary response to a call for service within Greek Town. 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 within Greek Town 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. Nothing in this agreement shall prevent the parties from agreeing to compensation for mutual aid services rendered for special events including but not limited to athletic events at the University.

**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 date of the last party to sign the agreement and will continue until such time as the parties terminate in writing.

**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 Greek Town. This MOU represents the only understanding between the parties on primary law enforcement response for Greek Town. 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 Greek Town, 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 Greek Town.

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**


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

Dated: August 6, 2019


ATTEST:

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

APPROVED AS TO FORM:

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

**THE UNIVERSITY OF MISSOURI**

  
\_\_\_\_\_  
Printed Name: GARY L WAB  
Title: VC OPERATIONS

Dated: 7/3/19

WITNESS:

  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

## **Exhibit A**

The list of parcels in Greek Town to which MOU applies is attached hereto and incorporated herein by reference

Exhibit A may be amended from time to time in writing following a report to City Council and duly signed and dated by the chief law enforcement officers of the parties pursuant to Section 1 of this MOU.

The most current version of Exhibit A is on file with Ordinance 023957 in the records of the City Clerk of the City of Columbia.

**EXHIBIT A**

<b>Name</b>	<b>Physical Chapter House Address</b>
ACACIA	1419 Wilson Avenue Columbia MO, 65201
Alpha Chi Omega	900 Richmond Avenue Columbia, MO 65201
Alpha Delta Pi	809 Richmond Avenue Columbia, MO 65201
Alpha Epsilon Pi	901 Tiger Ave. Columbia, MO 65201
Alpha Gamma Rho	602 South College Avenue Columbia, MO 65201
Alpha Gamma Sigma	407 Burnam Avenue Columbia, MO 65201
Alpha Kappa Lambda	502 Turner Ave, Columbia MO, 65201
Alpha Phi	906 South Providence Rd, Columbia Missouri, 65201
Alpha Tau Omega	909 Richmond Ave, Columbia MO, 65201
Beta Sigma Psi	206 S College Avenue Columbia, MO 65201
Beta Theta Pi	520 S College Ave Columbia, MO 65201
Beta Theta Pi	1301 Wilson Ave, Columbia MO, 65203
Chi Omega	406 Burnam Ave, Columbia MO 65201
Delta Chi	507 Kentucky Blvd. Columbia, MO 65201
Delta Delta Delta	901 Richmond Avenue Columbia, MO. 65201
Delta Gamma	900 South Providence Rd. Columbia Mo, 65203
Delta Kappa Epsilon	912 South Providence Columbia, MO 65203
Delta Sigma Phi	805 Richmond Ave Columbia, MO 65201
Delta Tau Delta	711 Tiger Avenue, Columbia, MO 65201
Gamma Phi Beta	808 Richmond Ave. Columbia MO, 65201
Kappa Alpha Order	1301 University Ave, Columbia MO, 65203
Kappa Alpha Order	410 S College Ave, Columbia MO, 65203
Kappa Alpha Theta	603 Kentucky Blvd. Columbia, MO 65201
Kappa Delta	606 E Rollins Columbia, MO 65201

Kappa Kappa Gamma	512 E. Rollins St. Columbia, MO 65201
Kappa Sigma	110 East Stewart Road Columbia, MO 65203
Lambda Chi Alpha	111 E. Stewart Rd. Columbia, MO 65202
Phi Delta Theta	101 E Burnam Rd. Columbia MO 65203
Phi Gamma Delta	600 E. Rollins Street Columbia MO 65201
Phi Kappa Psi	809 S. Providence Rd Columbia, MO 65203
Phi Kappa Theta	601 E Rollins St. Columbia, MO 65201
Phi Mu	503 Kentucky Boulevard Columbia, MO 65201
Pi Beta Phi	511 E Rollins Columbia, MO 65201
Pi Kappa Alpha	916 South Providence Road. Columbia, Missouri. 65203
Sigma Alpha Epsilon	24 East Stewart Ave, Columbia MO, 65203
Sigma Chi	500 South College Avenue Columbia, MO 65201
Sigma Kappa	908 Curtis Ave., Columbia, MO 65201
Sigma Nu	710 S. College Columbia, MO 65201
Sigma Sigma Sigma	507 East Rollins Street Columbia, MO 65201
Tau Kappa Epsilon	601 East Rollins Street Columbia, MO, 65201
Theta Chi	502 E Rollins Ave, COLUMBIA MO 65201
Zeta Beta Tau	808 S Providence Rd. Columbia MO, 65201
Zeta Tau Alpha	912 Richmond Avenue Columbia MO 65201

The following addresses are located in the heart of Greek Town and are subject to this agreement.

Name	Address
Richmond Place Apartments	915 Richmond Ave, Columbia, MO 65201
Children's House Montessori	915 & 917 Tiger Ave, Columbia, MO 65201
Evans Scholars	923 Tiger Ave, Columbia, MO 65201
St. Thomas Newman Center	602 Turner Ave, Columbia, MO 65201