

**MEMORANDUM OF UNDERSTANDING FOR CITY OF COLUMBIA
POLICE AND THE UNIVERSTIY OF MISSOURI POLICE FOR PRIMARY
RESPONSE AREAS BY LAW ENFORCEMENT OFFICERS**

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 defining a primary response area for providing police services to geographical areas within the city of Columbia and involving the University interests, including the area known as , 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, Federal Laws require specific reporting and emergency/timely warnings related to Universities; and

WHEREAS, the parties agree that there exists a high level of calls for service for CPD throughout the City, involving the University; and

WHEREAS, intergovernmental law enforcement service and assistance agreements are authorized by state law; 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/areas within the city limits of Columbia 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, MUPD's primary response area shall be defined as those parcels/areas set forth in Exhibit A attached hereto and made a part hereof by reference. The list of parcels constituting MUPD's primary response area may be amended from time to time by execution of a new Exhibit A agreed upon by the parties.

2. **Operational Authority and Primary Response within MUPD primary response area.** The Parties agree that MUPD shall have primary 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 MUPD's primary response area as the regulations or orders of MUPD may require. MUPD's primary response area shall be designated as a routine patrol area of MUPD officers. In addition, MUPD shall have the primary response to calls for service within MUPD's primary response area and shall be

the initial agency dispatched to calls for service within MUPD's primary response area. CPD will respond to calls for service within MUPD's primary response area 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 MUPD's primary response area when the circumstances warrant such response.

Both MUPD and CPD have concurrent legal jurisdiction and authority within the City and 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 their designated operational area. 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 the primary response area 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 services rendered for special events.

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 signatory to the agreement.

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 the areas listed in Exhibit A. 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 the areas listed in Exhibit A, the terms and conditions of such agreement shall be superseded by this MOU and this MOU shall govern the relationship between the parties.

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, Interim City Manager

Printed Name: _____

Title: _____

Dated: _____

Dated: _____

ATTEST:

WITNESS:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

Exhibit A:

Territory/Geography (Operational Authority/Primary Response for MUPD):

- University Buildings
- University Lots
- University Property/Grounds
- University Hospitals and Clinics
- University Roads/Sidewalks/Drives
- Greek Houses, yards, driveways, and parking lots as defined in separate agreement.

The University main campus (geographically) is essentially bounded in the City as follows and shall be the designated routine patrol area of MUPD Officers. To facilitate identification, the campus boundaries listed are described by physical lines of demarcation such as streets and curb lines in place of geographical measurements and may not be precise in all cases. Boundaries described are intended to be the actual boundaries. Notes are added when the agreed operational area and the actual boundaries differ. Shift supervisors for MUPD and CPD will determine incidents that are not specifically covered. It is also agreed that reports may be taken within each other's operational area if agreed upon by both agencies.

West Boundary: Providence Rd. (MO163) from Elm St. south to the intersection of Stadium Blvd. (MO740) and Providence Rd. (MO163), west on Stadium Blvd. (MO740), to Carrie Frankie Drive, south on Carrie Frankie Drive to Research Park Drive, south on Research Park Drive to Old Route K and heading north on Old Route K to Providence (MO163). Accidents and reports will be taken on Providence Rd. (MO163), in the intersection of Providence Rd. (MO163) and Stadium (MO740), and on Stadium (MO740) west of Providence Rd. (MO163) by CPD.

North Boundary: Elm St. east from Providence Rd. (MO163) to Hitt St., south on Hitt St. to Paquin St., east on Paquin St. to College Ave (MO763), south on College Ave (MO763) to Bouchelle Ave., east on Bouchelle Ave. to William St.

East Boundary: William St. to East Rollins St., East Rollins St. to East Campus Loop, East Campus Loop to East Campus Drive, East Campus Drive to Ashland Rd., Ashland Rd. to Stadium Blvd. (MO740). (Note: MUPD handles Rollins Street all the way down into University parking lot. Clyde Wilson Park is not MUPD operational area of responsibility.)

South Boundary: Stadium Blvd. (MO740) from Ashland Road to Champions Drive, South on Champions Drive to Mick Deaver, South on Mick Deaver to Providence Rd. (MO163). (Note: Private properties between Ashland Rd., College Ave. (MO763), and Stadium Blvd. (MO740) along with Fire Station three and the VA Hospital remain the operational area of responsibility for CPD.)

All property within the above boundaries not owned or leased by the University of Missouri, outlined in MOU/Agreement, or as outlined above is the responsibility of CPD as their areas of operational authority/primary area of responsibility.

The following establishes streets, within the above boundaries, that traffic accidents will be taken by MUPD. Criminal reports will also be taken on these streets unless noted above:

- Agronomy Research Drive
- Ashland Rd. (College Ave (MO763) to Stadium Blvd. (MO740))
- Bouchelle Ave.
- Burnam Ave.
- Carrie Frankie Dr.
- College Ave (MO763) south of Paquin St. to Stadium Blvd. (MO740)
- Conley Ave.
- Curtis Ave.
- Deans Dr.
- East Campus Dr.
- East Campus Loop
- East Stewart Rd.
- Eight Street (South of Elm)
- Elm St.
- Fourth St. (East Stewart Rd. to Turner Ave.)
- Fifth St. (Elm St. to Rollins St.)
- Hitt St. (Elm St. to Hospital Drive)
- Hospital Dr.
- Kentucky Blvd.
- Lake St.
- Laughlin Memorial Drive
- Matthews St.
- Missouri Ave.
- Monk Dr.
- Ninth St. (South of Elm St. to Conley Ave.)
- Paquin St.
- Research Park Dr.
- Richmond Ave.
- Rollins St. (Providence Rd. (MO163) to East Campus Loop)
- Sanford St.
- Seventh Street (South of Elm)
- Sixth St. (Elm St. to Conley Ave.)
- South Park Dr.
- Stadium Blvd. (MO740) - (Ashland Road to Providence Rd. (MO163))
- Tiger Ave.
- Turner Ave.

- University Ave. (Ninth Street to College Ave (MO763))
- Virginia Ave.
- Watson Pl.
- Williams (Bouchelle Ave. to Rollins St.
- Woodson Way

Intersection Reporting:

- College Ave (MO763)/University Ave.– MUPD
- College Ave (MO763)/Rosemary Ln. (on College Ave.) – MUPD
- College Ave (MO763)/Wilson Ave. (on College Ave.) – MUPD
- College Ave (MO763)/Bouchelle Ave. - MUPD
- College Ave (MO763)/Rollins St. – MUPD
- College Ave (MO763)/Ashland Rd. – MUPD
- College Ave (MO763)/Southpark Dr. – MUPD
- College Ave (MO763)/ Stadium Blvd. (MO740) – MUPD
- Bouchelle Ave./William St. – MUPD
- Elm St./Fifth St. – MUPD
- Elm St./Sixth St. – MUPD
- Elm St./ Ninth St. – MUPD
- Elm St./Hitt St. – MUPD
- Hitt St./Hamilton Way – MUPD
- Hitt St./Paquin St. – MUPD
- Paquin St./Matthews St. – MUPD
- Paquin St./ College Ave (MO763) – MUPD
- Providence Rd. (MO163)/All Intersection Streets – CPD
- Stadium Blvd. (MO740)/Ashland Rd. - MUPD
- Stadium Blvd. (MO740)/Monk Dr./Champions Dr. – MUPD
- Stadium Blvd. (MO740)/Mick Deaver Dr./Tiger Ave. – MUPD
- Stadium Blvd. (MO740)/ Providence Rd. (MO163) – CPD

END OF DOCUMENT