

COUNCIL ACTION FORM

SUBJECT: ADDENDUM TO MEMORANDUM OF UNDERSTANDING WITH IOWA STATE UNIVERSITY REGARDING LAW ENFORCEMENT SERVICES AT UNIVERSITY LEASED RESIDENTIAL PROPERTY

BACKGROUND:

In 2013 the City of Ames and Iowa State University signed an agreement to have ISU Police provide law enforcement services to properties leased by Iowa State University and operated by the Department of Residence. ISU was responding to growing enrollment by leasing privately owned housing units on Stanton Avenue, Maricopa Drive, Walton Drive, Steinbeck Street, Dickinson Avenue, Twain Circle, and Mayfield Drive. The intent of these leases was to expand the base of university-operated housing while providing a student residence experience that is substantially similar to students living in more traditional residence halls.

ISU officials recommended that the University Police provide law enforcement services to these locations in support of their goal of trying to provide a living environment that is similar to what is provided on campus. **While the City of Ames normally provides law enforcement for these locations, ISU Police can provide the same services while also working more closely with University discipline and judicial processes.**

The current arrangement of having ISU Police provide services to these properties has been successful. State law provides authority to the ISU Police when acting in the interests of the institution, which is clearly the case in the proposed arrangement.

The Ames Police Department is supportive of this agreement and will continue to collaborate with ISU Police in the areas affected by this agreement. When the ISU lease of these properties ends, law enforcement responsibility will return to the City of Ames.

Since apartment units on Lynn Avenue, Tripp Street, Steinbeck Street, Dickinson Avenue, and Twain Circle are no longer under lease by the University, they are being removed from the agreement with this addendum.

ALTERNATIVES:

1. Approve the Memorandum of Understanding between Iowa State University and the City of Ames regarding the provision of law enforcement services to University leased residential housing property in Ames.
2. Do not approve the Memorandum of Understanding.

CITY MANAGER'S RECOMMENDED ACTION:

The University is trying to provide a common experience in the off-campus properties being leased and managed by ISU Department of Residence. University officials have determined that University police can provide a level and manner of service that is consistent with their on-campus locations and, for that reason, have requested that the City agree to change our jurisdiction during the period of their lease. There are no apparent disadvantages to the City.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

**Addendum to
Memorandum of Understanding
Between
Iowa State University of Science and Technology
and
City of Ames, Iowa
Regarding the Provision of Law Enforcement Services to Residential
Housing Property in Ames that is Leased to Iowa State University**

This is an Addendum to the Memorandum of Understanding entered into on August 27, 2013.

Iowa State University (ISU) has leased several additional properties since the Memorandum of Understanding was agreed to by the parties. The purpose of this Addendum is to incorporate the recently leased properties into the existing agreement.

The parties agree that Section A, paragraph 5 of the August 27, 2013 Memorandum of Understanding is hereby deleted and replaced with the following language:

5. ISU has leased residential housing property within the City of Ames that will be managed by the ISU Department of Residence and is more fully described as located at 119 Stanton Avenue; 3906, 3910, 3914, 3920, 4008, 4020, 4100, 4110, 4120, 4130, and 4200 Maricopa Drive; 1216, 1220, 1224, 1308, 1312, 1318, 1332, 1338, and 1344 Walton Drive; and 1406 and 1416 Mayfield Drive; and including the designated parking areas for residents of these addresses (the "Leased Residential Property").

Agreed to and Signed by:

Mayor, City of Ames

Date

Chief of Police, City of Ames

Date

Iowa State University Administration

Date

Chief of Police, Iowa State University

Date