

COUNCIL ACTION FORM

SUBJECT: ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF AMES AND IOWA STATE UNIVERSITY REGARDING LAW ENFORCEMENT SERVICES AT UNIVERSITY LEASED RESIDENTIAL PROPERTY

BACKGROUND:

In 2013 the City and Iowa State University signed an agreement to have ISU Police provide law enforcement services to off-campus properties being leased by Iowa State University and operated by the Department of Residence. The University is responding to growing enrollment by leasing housing units on Stanton Avenue, Maricopa Drive, Walton Drive, Steinbeck Street, Dickinson Avenue, Twain Circle, and Mayfield Drive. **Units on Lynn Avenue and Tripp Street are no longer under lease and are being removed from the agreement with this addendum.** The intent of these leases is 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 Police Department is supportive of this agreement and will continue to collaborate with ISU Police in the areas affected by the agreement. When the ISU lease of these properties ends, law enforcement responsibility will return to the City of Ames.

ALTERNATIVES:

1. Approve the amended 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 amended Memorandum of Understanding.

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. They have determined that University police can provide a level and manner of service that is consistent with their on-campus locations. For that reason, they have requested that the City 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.

**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 Memorandum of Understanding ("MOU") is entered into by Iowa State University of Science and Technology ("ISU") on behalf of its Department of Public Safety ("ISU Police") and the City of Ames, Iowa on behalf of its Ames Police Department ("Ames Police") for the purpose of clarifying the provision of law enforcement services to residential housing property within the city of Ames that is leased to ISU and managed by the ISU Department of Residence.

A. Purpose

1. ISU maintains a sworn police force which provides law enforcement services to the university community.
2. The ISU Police may provide law enforcement services statewide when doing so is in the interest of the university.
3. ISU Police cooperate with local and state law enforcement agencies to provide these law enforcement services and has a long history of cooperation with Ames Police through a 28E Agreement for Combined Law Enforcement Operation.
4. ISU Police have developed strategies and methods for providing law enforcement support for university housing and university judicial processes, parking enforcement and security for campus entities.
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 and 4020, 4100, 4110 and 4130 Maricopa Drive, including its designated parking areas for residents (the "Leased Residential Property").
6. ISU Police and Ames Police desire to clarify their respective responsibilities in regard to providing law enforcement services for the Leased Residential Property within the City of Ames that is managed by ISU Department of Residence.

THEREFORE, ISU Police and Ames Police establish this MOU to define the terms under which ISU Police will provide law enforcement services to the Leased Residential Property in Ames, Iowa that is managed by the ISU Department of Residence.

B. Terms

1. ISU Police will provide the primary law enforcement response to calls for law enforcement services from the Leased Residential Property during the period they are leased by ISU and managed by the ISU Department of Residence.
2. Ames Police will provide the secondary law enforcement response to calls for law enforcement services from the Leased Residential Property during the period they are leased by ISU and managed by the ISU Department of Residence.
3. Law enforcement services include, but are not limited to, routine patrol and crime prevention, the initial response to a call for service, record-keeping, investigations, charges, prosecution, report preparation, evidence collection, collaboration with prosecutors and service or support to crime victims.

4. In order to expedite these law enforcement services, residents will be encouraged by ISU Police and ISU Department of Residence to route their requests for law enforcement services to the ISU Police Communications Center.
5. Emergency calls will be routed to ISU by Ames Police in a manner similar to calls for emergency services from other university property.
6. Ames Police will provide law enforcement services to properties adjacent to the Leased Residential Property and the surrounding public areas. Ames Police may provide law enforcement services when requested to do so by ISU Police consistent with the existing 28E Agreement for Combined Law Enforcement Operation and may also provide emergency and "on view" services.
7. Law enforcement records will be maintained by the ISU Police in a manner that is consistent with other properties served by ISU Police.

This agreement may be terminated by the termination or non-renewal of ISU's lease of the Leased Residential Property, or by either party providing 15 days notice to the Chief of the Ames Police Department (if initiated by ISU) or to the Chief of the ISU Police (if initiated by the City of Ames).

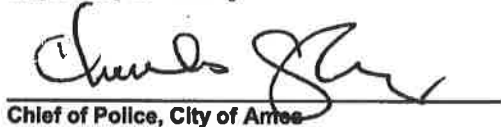
Agreed to and Signed by:



Mayor, City of Ames

8/27/13

Date



Chief of Police, City of Ames

8/27/2013

Date



Iowa State University Administration

8/27/13

Date



Chief of Police, Iowa State University

08/27/13

Date

**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; 4625, 4701, and 4709 Steinbeck Street; 823, 825 and 826 Dickinson Avenue; 4524 Twain Circle; 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