

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective _____, 2016, by and between the City of Fayetteville, Arkansas, a municipal corporation under the laws of the State of Arkansas, (hereinafter referred to as the “City”) and the University of Arkansas, an educational institution and public body of the State of Arkansas (hereinafter referred to as the “University” or “UAF”). The City and the University may, from time to time herein, be collectively referred to as “the Parties.”

WHEREAS, the City and the University have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant University and Fayetteville community;

WHEREAS, the City has a department, the Fayetteville Police Department (FPD), that is the principal law enforcement agency in the City of Fayetteville, Arkansas, that exercises such authority and jurisdiction granted by the laws of the State of Arkansas; and

WHEREAS, the University employs a unit of commissioned law enforcement officers, the University of Arkansas Police Department (UAPD), that exercises such authority and jurisdiction granted by the laws of the State of Arkansas; and

WHEREAS, the University has designated a Title IX Coordinator that is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking;

WHEREAS, the FPD and UAPD also work cooperatively when necessary to protect the health, safety and welfare of the University’s students and faculty, and the Fayetteville community generally;

WHEREAS, the City and the University agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the Parties’ continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a University student or employee occurs in the City;

WHEREAS, in recognition of the University’s obligations under federal law and acknowledgment that the City may, but is not legally required to, provide information to the University, the purpose of this MOU is to acknowledge shared interests between the City and the University and to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Rape and other forms of Sexual Violence.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a

University student-victim. For purposes of this MOU sexual violence means rape, sodomy, and sexual battery. Nothing in this MOU shall be construed as requiring FPD to share information with the University if FPD reasonably believes that doing so would jeopardize its criminal investigation.

a. The University and FPD will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and UAF's obligations under the federal law.

b. If necessary to prevent interference with its criminal investigation, FPD will notify the University of a report of sexual violence involving a University student-victim. FPD will provide the University with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, UAF may need to take immediate interim action to protect the victim(s) and keep campus safe. However, upon FPD's request, UAF will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by FPD, UAF will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, FPD will notify UAF when it has completed its initial investigation and notification to the parties by UAF will not interfere with the criminal investigation.

c. When the University receives a report of sexual violence, it will inform the victim of the University's coordination with FPD and inform the victim that, with the victim's written consent, the University will provide the victim's name and basic information about the incident to FPD to assist in coordination of the administrative and criminal investigations, with no obligation on the victim to pursue the criminal matter. The University will make the victim aware of the victim's right to make a criminal report, if the victim desires. Upon request, the University will coordinate and assist the victim in contacting FPD.

d. The University will provide FPD with a one-page information sheet regarding the University's administrative complaint process, protective measures, and campus resources. FPD agrees that its investigators will strive to provide the information sheet to student-victims interviewed in cases involving sexual violence.

e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.

2. **Domestic Violence and Stalking.** The University agrees to provide FPD information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking for inclusion on FPD's victim resource card. FPD agrees to include such information on its future victim resource cards.

3. **Collection of Crime Statistics.** The University is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from FPD annually. FPD agrees to cooperate with the University and undertake reasonable efforts to respond to the University's request for crime statistics.

4. **Emergency Notification and Crime Alerts.**

a. The parties acknowledge that the University is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

b. If FPD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University's students, faculty or staff, FPD may notify the University so that the University can determine whether an emergency notification or timely warning should be issued by the University.

5. **Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.

a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.

b. The University agrees to provide training to FPD personnel regarding the University's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the University community. This training may include information about University policies and procedures, the differences between the University's administrative process and the criminal process, university resources, and other information that would be of value to FPD.

c. FPD agrees to provide training to University employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to parties involved in matters of sexual violence.

d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.

6. **Quarterly Meetings.** The parties agree to meet quarterly at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:

a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;

b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and

c. Discuss any other matters of importance to the parties.

7. **Termination.** Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

8. **Modification.** This MOU may be modified only in a writing signed by both Parties. The Parties shall endeavor to examine this MOU biennially, to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.

9. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

10. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

11. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Arkansas.

12. **Approval and Authorization.** Each of the parties warrants and represents by the execution of this MOU that it has been approved by its legal counsel as to form and legality, and that the execution, delivery and performance of this MOU by such party has been duly authorized.

IN WITNESS WHEREOF, the undersigned hereto have executed this MOU this ____ day of _____, 2016.

City of Fayetteville, Arkansas

Board of Trustees of the University of Arkansas,
acting for and on behalf of the
University of Arkansas, Fayetteville

Lioneld Jordan
Mayor

Joseph E. Steinmetz
Chancellor

APPROVED AS TO FORM:

City of Fayetteville, Arkansas

Kit Williams
City Attorney

Tamla J. Lewis
Associate General Counsel