

**MUTUAL ASSISTANCE IN-PROGRESS CRIME ASSISTANCE AGREEMENT
BETWEEN THE CITY OF CINCINNATI AND
THE UNIVERSITY OF CINCINNATI**

This agreement is entered into by and between the City of Cincinnati, an Ohio municipal corporation, ("City"), and the University of Cincinnati, a state university of Ohio, ("UC"), on this _____ day of _____, 2009.

WHEREAS, the UC Police Division is staffed by law enforcement officers duly designated and appointed pursuant to R.C. 3345.04; and

WHEREAS, R.C. 3345.041 authorized the Board of Trustees of a state university to enter into an agreement with a municipal corporation, such as the City, to allow UC law enforcement officers to perform police functions on behalf of the contracting political subdivision; and

WHEREAS, UC and the City recognize that related criminal activities routinely occur across jurisdictional lines and that cooperation between the parties can increase the effectiveness of law enforcement in the City and on Campus;

WHEREAS, UC and the City are desirous of proceeding in a manner that provides on-duty law enforcement officers of the respective parties the ability and power to conduct in-progress crime assistance, with or without request from the other party;

WHEREAS, UC and the City agree to furnish such police manpower and equipment as may be requested by another party, to the extent such manpower and equipment is available;

NOW, THEREFORE, for and in consideration of the covenants, terms, provisions, and agreements contained herein by and between the City and UC Board of Trustees, the parties with intent to be legally bound do agree as follows:

I. COOPERATIVE IN-PROGRESS CRIME ASSISTANCE WITHOUT REQUEST

- A. Whenever an on-duty law enforcement officer from UC views or otherwise has probable cause to believe a felony offense has occurred outside the officer's home jurisdiction but within the jurisdiction of the City, the UC officer shall make any necessary arrests according to law and take any measures necessary to preserve the crime scene. Immediately thereafter, the UC officer shall notify City law enforcement. In the event of an incident beyond the boundaries of the UC campus, control of any arrested person, evidence, and the crime scene shall be relinquished to the first available officer from the City. A CPD supervisor shall subsequently make the determination whether to retain control of any arrested person, evidence, and the crime scene or to relinquish control to a UC officer. An arresting officer from either jurisdiction may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger him or herself or others or threaten the preservation of any evidence.

Whenever an on-duty law enforcement officer from UC views or otherwise has probable cause to believe a misdemeanor offense has occurred outside the officer's home jurisdiction but within the jurisdiction of the City, the UC officer shall make any necessary arrests according to law and shall have full authority and responsibility for such misdemeanor offense.

- B. Whenever an on-duty law enforcement officer from UC views or otherwise has probable cause to believe that any of the following have occurred beyond the boundaries of the UC campus: (1) an OVI violation; (2) a serious traffic offense causing serious physical harm to any person as defined in R.C. 2901.01; or (3) a serious traffic offense causing death to any person, the UC officer shall make any necessary arrests according to law and take any measures necessary to preserve the crime scene. Immediately thereafter, the UC officer shall notify City law enforcement. Once City officers respond to the scene, the investigation, arrest, and/or citation responsibilities shall be controlled, conducted, and administered by the City. The OVI or other traffic violator will be turned over to the first available officer from the City for completion of all necessary processing. The initiating officer will provide any further assistance to the limited extent necessary for subsequent court proceedings.

Whenever an on-duty law enforcement officer from UC views or otherwise has probable cause to believe that a traffic offense has occurred beyond the boundaries of the UC campus that does not involve: (1) an OVI violation; (2) a serious traffic offense causing serious physical harm to any person as defined in R.C. 2901.01; or (3) a serious traffic offense causing death to any person, UC shall have full authority and responsibility for the traffic offense.

- C. Police personnel and equipment furnished upon request under this section or rendering assistance under this Agreement may be recalled at any time under the sole discretion of the highest-ranking officer on duty at the police department furnishing such personnel and equipment.
- D. Personnel of a responding jurisdiction, in responding to a call for assistance under this Agreement, shall be considered to be acting within the scope of their employment while in route to or from, and while acting within, the territory of the requesting jurisdiction, and while acting within any other jurisdiction if engaged in fresh pursuit. To the extent R.C. 2744.02 is applicable to the operation of police departments, it is applicable to police personnel rendering services outside their jurisdiction pursuant to this Agreement.

II. COOPERATIVE IN-PROGRESS CRIME ASSISTANCE UPON REQUEST

UC and the City recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by the parties according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one party reports criminal activity and that party is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of said criminal activity, that party may request police assistance of any nature from the other party.

B. Searches for Fugitive or Wanted Persons

When one party is conducting a search for a fugitive person whose presence is reasonably believed to be within that party's jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to the fugitive, that party may request police assistant services from the other party.

III. INVESTIGATION OUTSIDE ORIGINAL JURISDICTION

On-duty officers from UC may, without request of or prior notice from the City, continue to conduct investigations that originate within their home jurisdiction into the City's jurisdiction. If enforcement action is anticipated, the location and nature of the investigation shall immediately be reported to the City. Subsequent arrests, search warrant service, or similar police actions shall be conducted with the supervision of the City.

IV. GENERAL TERMS AND PROCEDURES

- A. A request for police services assistance will be made by the commander of UC's law enforcement agency or the City's law enforcement agency, or his or her designee. The designee must be of supervisory rank, or the senior shift officer when no supervisor is present.
- B. A party will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that party's jurisdiction. The commander of the law enforcement agency, or his or her designee, will have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.
- C. Whenever the law enforcement employees of one party are providing police services to the other party pursuant to the authority contained in this contract, other legislative authority or state law, such employees will have the same power, duties, rights, and immunities as if taking action within the territory of their employing law enforcement agency.
- D. Whenever the law enforcement employees of one party are providing police services upon request to the other party, they will remain under the lawful direction and authority of the commanding law enforcement officer of their employing law

enforcement agency. The ranking law enforcement officers on-scene from UC and the City shall work together to establish a chain of command and accountability. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing law enforcement agency at all times.

- E. All wage and disability payments, pension, worker's compensation claims, medical expenses, or other employment benefits will be the responsibility of the employing law enforcement agency, unless the requesting party is reimbursed for such costs from any other source. Each party shall be responsible for the negligence of its employees to the extent specified by law.
- F. Each party shall be responsible for any costs arising from the loss of or damage to its own equipment or property while providing police assistance services to the other party.

V. LIABILITY AND RESPONSIBILITY FOR COSTS

- A. The execution of this Agreement shall not give rise to any liability, responsibility or cause of action for breach of contract between or among the parties if assistance is denied, delayed, inadequate, subsequently recalled, or if the furnished assistance is not needed upon arrival.
- B. No charge or fee shall be made by either UC or the City for services rendered by one to the other under provisions of this Agreement.
- C. There shall be no reimbursement among the parties for loss or damage to equipment, nor shall there be any reimbursement, indemnity award, or premium contributions assessed against the other for Workers Compensation benefits or any other employment related benefit arising by reason of injury or death to an employee of either while engaged in rendering services under this Agreement. No charge shall be made to any party by another party for services rendered under this Agreement.
- D. Each party shall be responsible for any claim or cause of action made against the party or its law enforcement officers arising out of the performance of duties under this Agreement and neither party shall be required to indemnify, defend, or hold harmless the other for any such damages, claim, or cause of action.
- E. Law Enforcement personnel acting under this Agreement outside of their jurisdiction may participate in any pension or indemnity fund established by their employer to the same extent as if they were acting within their subdivision, and are entitled to all rights and benefits under R.C. 4123.01 to R.C. 4123.94 the same as if they were performing police services within their jurisdiction.

VI. RELATIONSHIP OF PARTIES

- A. UC and the City respectively, acknowledge that each will maintain separate and independent management and that each has full and complete authority and responsibility with respect to managing its respective organization, operation, and employees.
- B. None of the provisions of this Agreement is intended to create any rights hereunder to third parties or persons, or to increase the duties or responsibilities of the parties to the jurisdiction of the other party. The sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties, hereto, each to the other.

VII. TERM

The term of the Agreement shall be for a period of four (4) years from _____, 2009 until _____, 2013 and shall be automatically renewable thereafter for 3 (three) terms of four (4) years unless terminated pursuant to Paragraph VIII.

VIII. TERMINATION

The City and/or UC, for any reason, may terminate this Agreement upon provision of sixty (60) days written notice. Such notice shall be delivered by certified, return receipt requested to the address specified below:

University of Cincinnati
Board of Trustees
614 University Pavilion
Cincinnati, Ohio 45221
Attn: Director of Public Safety

City of Cincinnati
City Manager's Office
City Hall
801 Plum Street
Cincinnati, Ohio 45202

IX. AMENDMENTS

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

X. PRIOR MUTUAL ASSISTANCE AGREEMENT

The parties agree that the Initial Mutual Assistance Agreement, dated January 24, 1989 and the Mutual Assistance Agreements dated September 1, 2002 and November 29, 2005, shall terminate upon execution of this Agreement, and that this Agreement shall control.

This agreement does not affect the December 1, 2001 agreement between the City and UC, providing law enforcement services and functions to University Hospital. The December 1, 2001 agreement shall remain in full effect.

XI. ENTIRETY

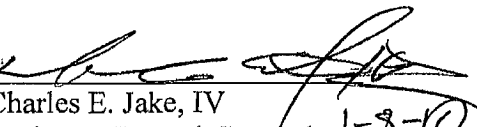
This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

XII. SEVERABILITY

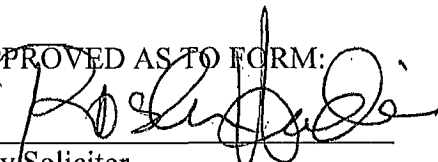
This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

IN WITNESS WHEREOF, the said parties have hereto set their hands by their duly authorized officers, and affixed the seals of said parties, this _____ day of _____, 2009.

UNIVERSITY OF CINCINNATI

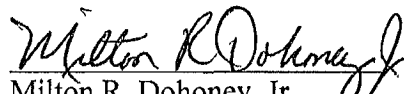
By: 
Charles E. Jake, IV
Assistant General Counsel 1-8-10

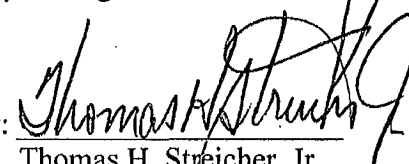
ATTEST: _____
Clerk of the Board of Trustees

APPROVED AS TO FORM: 

City Solicitor

CITY OF CINCINNATI


Milton R. Dohoney, Jr.
City Manager

By: 
Thomas H. Streicher, Jr.
Police Chief

Original
contract

University of Cincinnati
Recommendation to the Board of Trustees
For Action

Gene -
For your
files
Carla

Date: October 11, 2005

Title: MUTUAL AID AGREEMENT BETWEEN THE UNIVERSITY OF
CINCINNATI AND THE CINCINNATI POLICE DEPARTMENT

It is recommended that the Board of Trustees approve the Mutual Aid Agreement between the University of Cincinnati and the Cincinnati Police Department. This will assure that our University Law Enforcement Officers have the appropriate authority to perform law enforcement duties should they come upon a crime in progress while in neighborhoods surrounding the uptown campus.

APPROVED

NOV 29 2005

BOARD OF TRUSTEES

Prepared by:

Eugene R. Ferrara

Eugene R. Ferrara

Associate Vice President for Public Safety

Reviewed by:

James Tucker

James Tucker

Vice President for Administrative and
Business Services

Attachment

FOR BOARD OFFICE USE ONLY:

Recommendation Number: 05.11.29.06

Date of Board Approval: NOVEMBER 29, 2005

Submitted by:

Luigi Boyd
President