

**AGREEMENT BETWEEN
THE CITY OF COLUMBUS AND
THE OHIO STATE UNIVERSITY
TO ENGAGE IN MUTUAL AID**

This Agreement ("Agreement") is entered into this 28th day of April 2022 between The Ohio State University, a State-supported institution of higher education created under the laws of the State of Ohio ("OSU"), and the City of Columbus, a political subdivision ("City"), individually referred to as ("Party") and collectively referred to as ("Parties").

Whereas, Sections 3345.041, 737.04, and 737.041 specifically authorize universities and municipalities to enter into mutual aid agreements.

Whereas, OSU desires that the Agreement expand the provision of OSU mutual aid to the designated buildings, undeveloped parcels and green space, plaza, WOSU, and adjacent sidewalks located in University Square, and City desires to permit such expansion, upon the terms and subject to the conditions set forth herein.

Whereas, said designated buildings, undeveloped parcels and green space, plaza, WOSU, and adjacent sidewalks located in University Square are presently located in the City of Columbus and under the jurisdiction of the Columbus Police Division ("CPD").

Now therefore, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

Article I. Purpose

The purpose of this Agreement is to establish the relationship and respective rights or duties of the Parties to provide mutual assistance and interchange and use of City and OSU police resources, to include personnel, facilities, and equipment, in situations as outlined in Article IV, in order to address criminal activity and emergencies that occur across jurisdictional lines, to increase collaboration in furtherance of criminal investigations conducted by the City and OSU, to promote public safety, and to provide support to victims of crime, particularly in situation involving sexual assault, domestic violence, dating violence, and stalking.

Article II. Relationship of Parties

OSU and 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.

Article III. Term

The term of this Agreement shall be for a period of three (3) years from the date on which it has been fully executed by both Parties. Before the Agreement expires, the Parties shall meet to review and better refine this Agreement as well as any administrative procedures or policies as they may relate to the operation of this Agreement. At the request of the Parties, this Agreement shall continue in effect for a period of ninety (90) days following the date of expiration when the Parties are engaged in the negotiation of a continued Agreement.

Article IV. Agreement Parameters

Mutual aid shall be rendered as follows:

- A. OSU shall provide the City resources such as personnel, facilities, and equipment. Such resources include, but are not limited to, explosive detection canine(s), access to video cameras, radio communications, barricades, foreign language speaking officers, bike officers, mounted (horse) officers, Special Weapons Tactics Teams, and shared training and facilities for City usage and/or training. Likewise, the City shall provide personnel, facilities, and equipment to OSU. The Parties shall report to the on-duty CPD supervisor. The Parties shall use radio communication as designated by the on-duty CPD supervisor while providing resources as stated herein. The mutual requests are subject to Article V(G) below.
- B. While acting within the scope of their duties, on-duty law enforcement officers of OSU shall be considered to be requested to, and shall have full authority to enforce, city ordinances and state laws while outside the jurisdiction of OSU and within the City, in one or more of the following three (3) circumstances:
 1. OBSERVED A CRIME WHILE UPON OSU PROPERTY OR TRAVELING FROM OSU PROPERTY:
 - i. FELONY OFFENSES: With the exception of non-violent drug offenses, when an on-duty OSU officer views a felony offense or otherwise has reasonable suspicion to believe that a felony has occurred or is about to occur outside of OSU property and within the City, the officer shall make any appropriate investigative detention and/or arrest according to law and take any appropriate measures to preserve the crime scene. OSU shall immediately notify the City radio room upon becoming aware of the potential criminal activity and provide information regarding OSU's response. Upon arrival of the City, a CPD supervisor shall make a determination as to whether to take

control of any arrested person, evidence, and the crime scene. However, OSU may immediately transport or relocate any arrested person or evidence if the OSU officer determines that remaining at the crime scene could endanger themselves or others or threaten the preservation of any evidence. Should the CPD supervisor not take control, then, if appropriate and according to law, OSU shall retain full authority and responsibility including, but not limited to, transport and slate, medical care, and/or jail expenses.

- ii. **NON-TRAFFIC MISDEMEANOR OFFENSE OF VIOLENCE AND/OR THEFT:** If an OSU officer observes a misdemeanor offense of violence and/or theft offense or otherwise has reasonable suspicion to believe a misdemeanor offense of violence and/or theft offense has occurred or is about to occur outside of OSU property and within the City, the OSU officer shall make any appropriate investigative detention and/or arrest according to law and shall have full authority and responsibility including, but not limited to, transport and slate, for such misdemeanor offenses. OSU shall be responsible for any medical care and/or jail expenses.

- iii. **TRAFFIC OFFENSES AND TRAFFIC DIRECTION:** OSU officers shall not initiate traffic or pedestrian stops outside of OSU police jurisdiction based solely upon misdemeanor violations of the Columbus City Codes or Ohio Revised Code unless the violation poses an immediate danger to the public (e.g., driver appears to be OVI). If a traffic stop is made outside of OSU police jurisdiction and within the City for an immediate danger to the public, OSU shall process the violation and make any arrests according to law. OSU shall have full authority and responsibility including, but not limited to, transport and slate, for such misdemeanor traffic offenses. OSU shall be responsible for any medical care and/or jail expenses. OSU officers also shall not engage in traffic direction outside of OSU police jurisdiction but for in non-emergency cooperative efforts/task forces/directed patrols or emergency situations. If an OSU officer engages in emergency traffic direction outside of OSU police jurisdiction, they shall relinquish control of the traffic scene upon arrival of CPD personnel if requested.

2. NON-EMERGENCY COOPERATIVE EFFORT/TASK FORCES/DIRECTED PATROLS

When time allows, non-emergency cooperative efforts should be requested and/or approved in advance by a CPD Chief, Assistant Chief or Deputy Chief and the Chief, Deputy Chief, or Captain of OSU. When time does not allow, cooperative efforts should be approved by respective lieutenants or the highest-ranking supervisor on scene at the time of the situation. Requests may be made by telephone, email, radio, or in-person.

- i. UNIVERSITY DISTRICT JOINT PATROL PROGRAM:** The Parties agree to continue to engage in the Joint Patrol Program which began in 2008. Specifically, the Parties will provide the assistance of their police personnel and equipment by permitting OSU to assist the City with providing police services and conducting joint crime prevention initiatives on property that is not owned by OSU, primarily in the "University District." Officers from each police department will be assigned to work with a counterpart from the other police department. OSU will continue to provide vehicles and officers for the Joint Patrol Program. The Joint Patrol Program portion of this Agreement is limited to joint cooperative law enforcement efforts. The "University District" is defined as the geographic area whose boundaries are defined by Columbus City Codes Section 3325.021 which description is incorporated herein by reference.
- ii. UNIVERSITY DISTRICT CRIME INTERDICTION SECURITY INITIATIVE:** The Parties agree to continue to engage in the Joint Crime Prevention Initiative which began in 2004. Specifically, the Parties will provide the assistance of their police personnel and equipment by permitting OSU to assist the City with interdiction of suspects who are attempting to and/or are in the commission of criminal violations on property that is not owned by OSU within the University District (the "Crime Interdiction Security Initiative"). Participating officers from each police department will work with a counterpart from the other police department on a part-time, as-needed basis to patrol the University District. OSU will be responsible for reimbursing the City for all overtime, benefits costs, and additional officers for the Crime Interdiction Security Initiative. OSU shall be responsible for paying the

City \$150,000 per academic year which may be increased based on need and upon mutual agreement by the Parties. The Crime Interdiction Security Initiative portion of this Agreement is limited to joint cooperative law enforcement efforts.

3. EMERGENCY

During an emergency in which there is no practical time for a request in advance to be made, notice shall be given by the responding officers to the respective radio rooms as soon as practicable. Where the situation is emergent but time for a request is possible, the on-duty CPD supervisor shall make a request in any manner provided under Article IV(B)(2).

Article V. Agreement Limitations

This Agreement is subject to the following limitations set forth below:

A. Limitation of Authority

This Agreement does not allow OSU to unilaterally patrol areas of the City for the purpose of detecting crime or the enforcement of traffic laws on City streets outside OSU police jurisdiction. Except as stated above in Article IV, this Agreement neither grants nor confers to OSU autonomous or unilateral jurisdiction of law enforcement actions outside of OSU police jurisdiction. OSU shall promulgate a directive to underscore this limitation.

B. OSU Investigation Outside Jurisdiction

OSU has the authority to conduct investigations within the City for matters that originate within its home jurisdiction without request or prior notification to the City. OSU will make an effort to advise the on-duty CPD Zone lieutenant when conducting investigations within the City and outside OSU police jurisdiction. If enforcement action is anticipated, OSU must notify the respective radio rooms, or if time allows, communicate pursuant to Article IV(B)(2) above.

C. Vehicular Pursuits

With respect to vehicular pursuits outside the jurisdiction of OSU police but within the City, OSU shall comply with OSU Police Division General Order 41.2.2.

D. Reports and Information

OSU shall compile a report of its enforcement activities outside the jurisdiction of OSU police and within the City and shall submit this report to the designated Deputy Chief of the City on a quarterly basis.

The Parties shall share crime report information and data to assist with crime analysis, identification of crime trends, and to promote OSU compliance with reporting requirements provided by federal law.

The City shall timely notify OSU when there is reason to believe that a crime or criminal activity presents a serious or continuing threat to the OSU campus community. Notifications shall not impede the City's ability to investigate a crime.

E. Criminal Investigations, Administrative Review, and Medical Expenses

OSU officers and the City officers will fully cooperate in any criminal investigations in which both Parties took part. Any administrative investigations needed with respect to the actions or non-actions of an OSU officer shall be done by OSU. OSU shall reimburse the City for the cost of any prisoner medical expenses arising out of injuries caused by an OSU use of force.

F. Investigations of Sexual Assault, Domestic Violence, Dating Violence, or Stalking

Whenever possible and within the bounds of the applicable law, CPD shall notify OSU when it receives a report of, or are investigating, a situation within City jurisdiction involving sexual assault, domestic violence, an act of violence between Parties involved in a dating relationship, or stalking and when CPD becomes aware that the situation involves an OSU student as a suspect or victim.

The City shall strive to provide OSU victim resource materials to victims identified as OSU students in situations involving allegations of sexual assault, domestic violence, an act of violence between parties involved in a dating relationship, or stalking by referring such students to victim resource information on the OSU website. OSU shall provide the appropriate website information to the City.

Whenever possible and within the bounds of applicable law, OSU and CPD shall collaborate and share information about sexual assaults, domestic

violence, acts of violence between parties involved in a dating relationship, or stalking that involve OSU students.

The Parties agree to collaborate and share resources on responding to and investigating sexual assaults, domestic violence, acts of violence between parties involved in a dating relationship, or stalking that involve OSU students.

G. Requests to Aid May be Declined

The necessity and availability of law enforcement personnel, facilities, and equipment requested shall be subject to the priority of use of the responding Party within its own jurisdictional limits, and the discretion as to what resources are necessary or available to the responding Party for use in the call to assistance shall be solely within the discretion of the respective Parties.

H. Responsibility

If under Article IV(B)(1), a City officer is present and observes the same event as the OSU officer, the City officer has responsibility to be the primary responder and the OSU officer may supply mutual aid if requested by the City. In this case, all investigative and other work shall remain the responsibility of the City. In addition, for purposes of this Agreement, once the immediate need for actions by the OSU officer ends and a City officer responds, all further work shall remain the responsibility of the City.

Article VI. University Square Jurisdiction and Authority

It is agreed that OSU shall have full jurisdiction and authority over matters originating in University Square. Said jurisdiction and authority is limited to include University Square buildings, undeveloped parcels and green space, the plaza, WOSU, and the adjacent sidewalks specifically identified in Exhibit A attached hereto. Within University Square, all enforcement, investigative, and other work conducted by OSU shall be conducted in a manner consistent with other university owned property and will be the responsibility of OSU, without prior request or notification to the City.

Article VII. Liability and Responsibility for Costs

A. No Liability

In the event police officers or equipment are actively engaged within the jurisdictional limits of the requesting Party and such responding resources are required in the home area, the right is reserved to withdraw any and all such police resources for servicing the home area. CPD Special Duty officers should be used to provide police resources during planned, for-profit events. It is agreed that no liability shall arise for failure to respond to a police

emergency from a requesting Party or for the necessary withdrawal of police resources by the responding Party.

B. No reimbursement

It is agreed that there shall be no reimbursement by either Party for loss or damage to equipment of the other while engaged in activities in accordance with this Agreement. Likewise, unless specifically agreed to by the Parties, in writing, there shall be no reimbursement by either Party for mutual aid.

C. Officer Scope of Employment and Workers' Compensation

It is agreed that police personnel acting pursuant to this Agreement, including responding to calls for assistance, shall be regarded as acting in the scope of their employment. Police officers who are rendering assistance to the other Party pursuant to this agreement shall be entitled to all of the rights and benefits of Ohio's Workers' Compensation laws and the appropriate Employee Retirement fund such as may be applicable to the same extent as when performing services within their respective jurisdictions and such benefits as they may be legally entitled.

D. Third Parties

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 to the jurisdiction of the other Party.

E. Indemnify and Hold Harmless

Neither Party agrees to indemnify and hold harmless the other.

F. Immunity

It is further agreed that all personnel of the responding Party when responding to a call for assistance shall be acting within the scope of their employment while en route to, en route from, and while acting within the jurisdiction of the requesting Party. It is further agreed that Chapter 2744 and/or 2743 of the Revised Code, insofar as it applies to the operation of police departments, shall apply to the Parties and to police department personnel when they are rendering services outside their own respective jurisdictions pursuant to this Agreement.

Article VIII. Prior Agreements Terminated

This Agreement cancels and replaces any and all prior law enforcement Agreements for mutual aid whether oral or written, between the Parties.

Article IX. Termination

The City and/or OSU, for any reason, may terminate this Agreement with one hundred eighty (180) days prior written notice. Such notice shall be delivered by certified mail, return receipt requested to the respective Public Safety Directors with copies to the respective Police Chiefs.

Article X. Amendments

This Agreement may be modified or amended only by a written agreement duly executed by the Parties.

Article XI. Entirety

This Agreement represents 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.

Article XII. Severability

This Agreement shall be severable. If any part of 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 above Parties have executed this Agreement on the day and year set aside by their respective signatures.

Signed and Acknowledged:

THE OHIO STATE UNIVERSITY

Concurred

By:



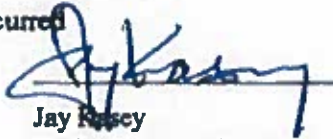
Date:

4.28.2022

Michael Papadakis
Senior Vice President for
Business and Finance and Chief Financial Officer
The Ohio State University

Concurred

By:



Date:

4/21/22

Jay Rasey
Senior Vice President for
Administrative and Planning
The Ohio State University

Concurred

By:



Date:

04/20/22

Monica Moll
Director of Public Safety
The Ohio State University

Concurred

By:



Date:

04-20-2022

Kimberly Spears-McNatt
Chief of Police
The Ohio State University Police Division

City of Columbus

By:



Date:

4/15/22

Robert Clark
Safety Director
Department of Public Safety
City of Columbus

Approved as to legal form and correctness for the City of Columbus

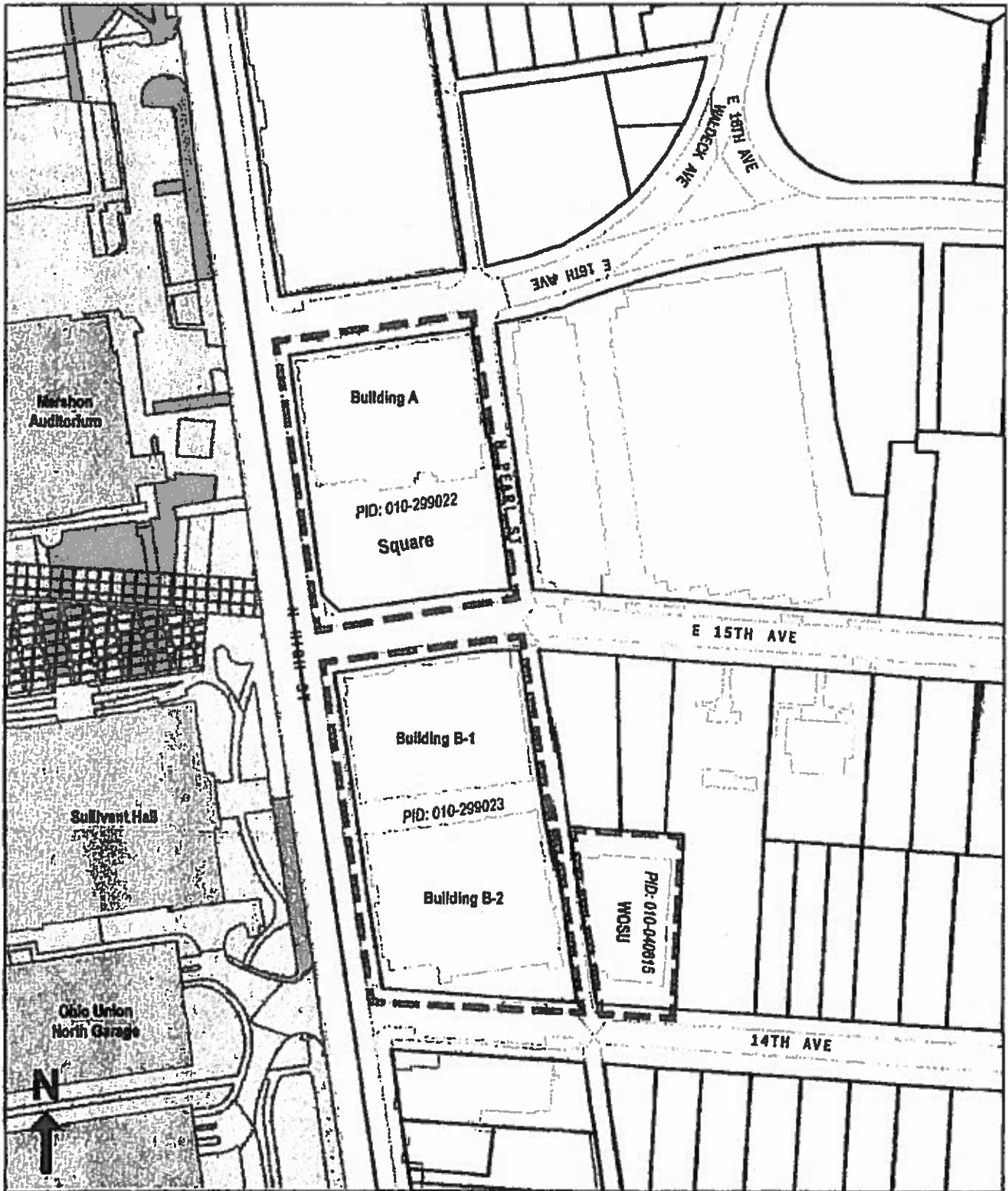
By:



Date:

4/20/22


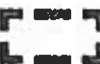
Zach Klein
Columbus City Attorney



University Square

Proposed OSUPD Jurisdiction Expansion

1/24/22

-  Existing OSUPD Jurisdiction
-  Proposed OSUPD Expansion