

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

This Agreement ("Agreement") is entered into this 13th day of May 2019 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"). The parties agree as follows:

I. PURPOSE

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

II. RELATIONSHIP OF PARTIES

- A. 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.
- 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 jurisdictions of the other party. The sole purpose of this Agreement is to establish the relationship and the respective rights or duties of the parties, hereto, each to the other.

III. AUTHORITY FOR THIS AGREEMENT

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

IV. AGREEMENT PARAMETERS

Mutual Aid will 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 and Special Weapons Tactics Teams, shared training and facilities for City usage and/or training. Likewise, the City shall provide personnel, facilities and equipment to OSU. The mutual aid requests are subject to paragraph V (F) 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 state laws while outside the jurisdiction of OSU and within the City, in one or more of the following three (3) circumstances:
 1. OBSERVE A CRIME WHILE UPON OSU PROPERTY OR TRAVELING TO AND FROM OSU PROPERTY:
 - i. FELONY: With the exception of non-violent drug offenses, when an 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 their 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 officer determines that remaining at the crime scene could endanger him or herself 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 have full authority and responsibility, including but not limited to transport and slate, medical care, and/or jail expenses.
 - ii. NON-TRAFFIC MISDEMEANORS OF VIOLENCE AND/OR THEFT: If an OSU officer views a misdemeanor offense of violence and/or theft offense or otherwise has reasonable suspicion to believe a

Misdemeanor of violence and/or theft offense 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 shall have full authority and responsibility, including but not limited to transport and slate, for such misdemeanor offense. 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 property based purely on misdemeanor violations of the City 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 property 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 property but for in emergency situations. If an OSU officer engages in emergency traffic direction off of OSU property, 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 approved in advance by a Deputy Chief of the City and the Chief, Deputy Chief, or Captain of OSU. When time does not allow, cooperative efforts should be approved by the respective lieutenants or the higher ranking supervisor at the time of the situation.

- i. **JOINT PATROL-SECURITY INITIATIVE IN THE UNIVERSITY DISTRICT:** The parties agree to continue 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 within the University District (the Crime Interdiction Security Initiative), as well as the joint crime prevention initiatives that will enhance the safety of the citizens within the University District. OSU will continue to

provide a vehicle and officer for the current Joint Patrol, wherein an officer from each jurisdiction works with a counterpart from the other jurisdiction. Additionally, OSU will continue to provide office space for officers assigned to the Joint Patrol. The Joint Patrol-Security Initiative portion of this Agreement is limited to joint cooperative law enforcement efforts. For purpose of the Joint Patrol-Security Initiative, the University District is defined as the geographic area whose confines are defined by Columbus City Code 3372.54 and which description is incorporated herein by reference.

- i. **CRIME INTERDICTION SECURITY INITIATIVE:** OSU will be responsible for reimbursing the City for all overtime, benefits costs and additional officers for the Crime Interdiction-Security Initiative. The maximum amount of reimbursement for which OSU shall be responsible for paying to Columbus is \$150,000 per academic year.

3. EMERGENCY:

During an emergency in which there is no practical time for a request in advance to be made, notice shall be given to the respective radio rooms as soon as is practicable.

- C. **Limitations:** If under section IV (B)(I) a city officer is present and observes the same event as the OSU officer, the City officers 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.

V. AGREEMENT SUBJECT TO:

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. Except as stated in paragraph IV above, this Agreement neither grants nor confers to OSU autonomous or unilateral jurisdiction or law

enforcement actions outside of OSU. 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. If enforcement action is anticipated, OSU must notify the respective radio rooms, or if time allows, communicate pursuant to paragraph IV (B)(2) above.

C. Vehicular Pursuits:

With respect to vehicular pursuits outside the jurisdiction of OSU 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 territory of OSU 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 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 their use of force.

Investigations of Sexual Assault, Domestic Violence, Dating Violence, or Stalking:

Whenever possible and within the bounds of the applicable law, the City 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 dating relationship, or stalking and when it becomes aware that the situation involves an OSU student as a suspect or a victim.

The City shall strive to provide OSU victim resource materials to OSU student victims 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 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, stalking that involve OSU students.

Upon request and within the bounds of the applicable law, OSU agrees to provide information and assistance to CPD with investigation of sexual assault, domestic violence, acts of violence between parties involved in a dating relationship, and stalking that involved individuals affiliated with OSU.

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, stalking that involving OSU students.

F. Request to Aid May Be Declined:

The necessity and availability of law enforcement personnel, facilities and equipment requested shall be subject to 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.

VI. LIABILITY AND RESPONSIBILITY FOR COST

- 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. Special Duty should be used to provide police resources during planned, for-profit events. It is agreed that no liability shall arise in any event for a failure to respond to a police emergency from a requesting party or for necessary withdrawal of police resources be either hereto.
- 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 be the parties, there shall be no reimbursement by either party for mutual aid.
- C. **Officer Scope of Employment and Workers Compensation:** It is agreed that the parties' 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 to the jurisdiction of the other party. The sole purpose of this Agreement is to establish the relationships and the respective rights and duties of the parties, hereto, each to the other.
- 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 enroute to, enroute from, and while acting within the jurisdiction of the requesting party. It is further agreed that Chapter 2744 and/or 2743 of the Ohio Revised Code, insofar as it applies to the operation of police departments, shall apply to the entities which are parties hereto and to police department personnel when they are rendering service outside their own jurisdiction pursuant to this agreement.

VII. TERM

The term of Agreement shall be for a period of three (3) years from the date on which it has been fully executed by both parties. Prior to the expiration of the Agreement 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 full effect for a period of 90 days following the date of expiration when the parties are engaged in the negotiation of a continued Agreement.

VIII. PRIOR AGREEMENTS TERMINATED

This Agreement cancels and replaces any and all prior law enforcement Agreements whether oral or written, between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IX. TERMINATION

The City and/or OSU, 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 respective Safety Directors with copies to the respective Chiefs of Police.

X. AMENDMENTS

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

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 above parties execute this Agreement:

Signed and Acknowledged:
THE OHIO STATE UNIVERSITY

By: Michael Papadakis

Date: 4.1.19

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

Concurred

By: Jay Kasey

Date: 3/24/19

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

Concurred

By: Monica Moll

Date: 03/21/19

Monica Moll
Director of Public Safety
The Ohio State University

Concurred

By: Kimberly Spears-McNatt

Date: 03-21-19

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

CITY OF COLUMBUS

By: Ned Pettus Jr.

Date: 5/13/2019

Ned Pettus Jr., Safety Director
Department of Public Safety

Approved As To Legal Form and Correctness for the City of Columbus

By: Zach Klein

Date: 4/11/19

Zach Klein
City Attorney

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