

Sheila,
Orig. to SWAT file in A3. Pls. copy 464.

City of Hamilton SWAT / Miami University Police Department SRT
Membership and Participation Agreement
(10-28-08)

Thanks,
[Signature]

The mission of the City of Hamilton SWAT / Miami University Police Department SRT unit is to provide specialized assistance to these law enforcement agencies and to the citizens of Hamilton and those on the grounds of Miami University. These teams are available to respond to critical incidents requiring special weapons, tactics, negotiations, and other operations, in an effort to contain an incident or rescue citizens within the city of Hamilton and on the grounds of Miami University.

The Miami University Police Department and the City of Hamilton Police Department, hereinafter referred to as PARTICIPANTS, enter into this agreement. The PARTICIPANTS of this agreement want to have qualified members of their law enforcement agency participate in this unit.

Now, therefore, the parties mutually agree pursuant to the terms and provisions of the agreement:

1. The SWAT unit will be activated under the current mutual aid agreement. This specific mutual aid call out will be valid only when the SWAT or CNT teams are engaged in an operation, and not for any other purpose. Otherwise, the members of other law enforcement agencies will serve under their particular political subdivision authority.
2. Each member of the team is under the management and control of the Team Leader(s) engaged in an operation. The City of Hamilton Team Commander will control the critical incident in each of the jurisdictions; however the Chiefs of Police in each respective jurisdiction retain responsibility within each jurisdiction.
3. While engaged in an operation, the policies of the City of Hamilton SWAT Team will be the governing policies for all members of the team, regardless of the policies of the agency employing the team member. The Team Commander will have the authority to suspend members from an operation and to recommend the removal of team members to the respective Chiefs of Police. The Police Chiefs have the authority to remove a team member without any right of appeal.
4. The PARTICIPANTS agree that training is vital and should take precedence over normal duty assignments, except when staffing problems will critically affect the participating law enforcement agency. PARTICIPANTS agree to release SWAT team members from normal duty assignments to participate in training with the understanding that team members must attend 100 percent of

the training sessions to remain on the team. Team members are permitted to miss training sessions only when on prior authorized leave.

5. The PARTICIPANTS agree that activation of the SWAT and CNT teams takes precedence over normal duty assignments, except when staffing problems will critically affect the participating law enforcement agency. PARTICIPANTS agree to release SWAT team members from normal duty assignments to respond to the activation. Members of the SWAT team then become the subordinates of the SWAT Commander until released by the Commander.
6. Each participating Agency is responsible for the wages, benefits, workers' compensation and any other financial obligation for its members on the team.
7. The law enforcement agencies requesting the services of the SWAT team are under no obligation to compensate the teams or team members for services rendered. Additionally, law enforcement agencies requesting the services of the SWAT team are not responsible for injuries to team members who are members of other law enforcement agencies, nor for the use of and/or damage to team equipment. The requesting jurisdiction will have no obligation for payment of wages or withholding for unemployment compensation, workers compensation, or for the payment of any other benefits to team personnel who are not members of their own agency. Each PARTICIPANT expressly waives any and all claims against the other participating agencies and participating personnel that might arise out of the performance of this agreement.
8. Any team member injured or killed outside the geographical boundaries or jurisdictional limits of his/her employing law enforcement agency while performing the duties of this agreement will be treated as if the team member was injured or killed while functioning as a peace officer within his/her own geographical boundaries or jurisdictional limits.
9. Every participating political subdivision must pass a resolution by either Council, or other governing body authorizing each to enter into this agreement. The proper authority from each political subdivision must sign the agreement if the governing body wants the law enforcement agency to participate as a member.
10. This agreement will remain in effect until terminated as provided within this agreement. Any PARTICIPANT may terminate participation under this agreement at any time by giving either department's Chief of Police thirty-day written notice of its intent to withdraw from this agreement.
11. PARTICIPANTS supplying personnel or equipment under this agreement will be responsible for any loss arising from the negligence or intentional acts of the officers or employees of that supplying agency, or caused by material supplied

by them during, or as part of, an operation. Each party hereto will be responsible for their own legal expenses.

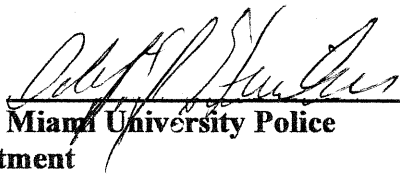
12. The Miami University Police Department and the Hamilton Police Department agree to provide annual funding to the Joint Team in the amount of \$10,000/year each (\$20,000 total) for the SWAT Team. It is understood that the purpose of this funding is to purchase new equipment, repair/update current equipment, and other related team expenses. This funding shall not be used for personnel salary reimbursements resulting from incidents.

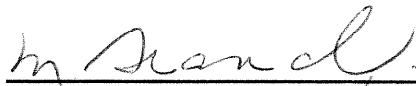
13. Each participant will maintain police professional liability insurance in the amount of at least \$10,000,000 consisting of principal and/or umbrella coverage totaling this amount per incident.

Future PARTICIPANTS to this agreement will provide funding in an amount to be determined by mutual agreement of the other participating agencies.

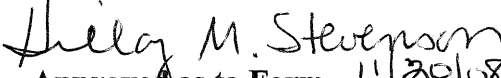
IN WITNESS WHEREOF, the parties have hereto set their hands this 20th day of November, 2008.

ADOLPH HAISLAR
Senior Associate Vice President for
Finance & Business Services
Miami University


Miami University Police
Department


Mark Brandenburger 11/25/08
City Manager
City of Hamilton, Ohio

Approved as to Form


Approved as to Form 11/20/08