

**MUTUAL AID AGREEMENT
AMONG
PARTICIPATING OHIO UNIVERSITIES**

THIS AGREEMENT made as of this 22nd day of April, 2023, by and among participating Ohio Universities who have or will execute this Agreement (hereinafter "POU's", or "POU" as applicable), acting pursuant to the Ohio Revised Code Section 3345.041.

WITNESSES

WHEREAS, each POU maintains a separate police department pursuant to Ohio Revised Code Section 3345.04; and

WHEREAS, the POU's collectively desire to provide for the mutual assistance and interchange and use of their respective police and public safety resources, including personnel and equipment, in situations where one department needs and requests the assistance of the other; and

WHEREAS, the POU's, by virtue of Ohio Revised Code Section 3345.041, are empowered to provide such mutual assistance by means of this Agreement;

NOW, THEREFORE, in consideration of the promises and obligations, which are hereinafter set forth, the parties hereto agree as follows:

1. The terms and conditions for providing police resources for emergency and non-emergency needs and for mutual assistance in the conduct of criminal investigations shall be determined and mutually agreed upon by the chief of police of each POU and the chief of police of each other POU prior to the provision of any resources hereunder. Such agreements shall be evidenced by separate bilateral memoranda executed by the POU's. The memoranda may be general in nature or limited to special circumstances, as the parties determine, but shall in any case specify what charges, if any, will be made for responding to requests for assistance. A POU may issue a verbal request for mutual assistance or aid. Verbal requests shall be followed by a written memorandum not later than seventy-two hours after the verbal request is made.

2. Police officers of the responding party rendering assistance to the requesting party shall have the same authority enjoyed by police officers of the requesting party.
3. Radio communications between responding and requesting parties shall be determined by and provided by the requesting party.
4. The responding party shall retain sole control over decisions concerning the availability of police equipment and personnel to the requesting party and shall have the absolute right to decline to respond to a request or to withdraw police resources from the territorial jurisdiction of the requesting party. No party shall be liable for any damages to any other party for failure to answer, or neglect in answering any call for additional police protection or for inadequacy, negligent operation of equipment and apparatus, or for any cause whatsoever growing out of such use of said equipment and apparatus or lack of performance of duties by its police department members. No party shall be liable in any manner or event to any other party for personal injuries suffered by any member of the police department of the other party hereto.
5. Each responding party shall assume the risk of loss or damage to their respective equipment and shall be responsible for and pay the amounts of any judgements entered assessed against its police officers, while traveling to and from or acting within the territorial jurisdiction of the requesting party.
6. All personnel of the responding party, while responding to a call of a requesting party, shall be acting within the scope of their employment by the responding party while enroute to, enroute from and while acting within the territory of the requesting party. All personnel of the responding party shall report promptly to the senior ranked officer of the requesting party or other officer requesting assistance.
7. On any occasion when police officers of both requesting and responding parties are present during the course of a joint action, the senior ranked police officer of the requesting party present and in charge of the department of such party shall have full charge of the authority over any assisting resources, to include personnel.

8. This Agreement shall be in effect for the period of four years beginning on April 23, 2023; provided, however, that any party may withdraw from this Agreement upon giving the other parties written notice to such effect.
9. The parties will participate in an annual review of administrative procedures, policies, and their effects as may relate to the operation of this Agreement.
10. This Agreement shall be governed by the laws of the State of Ohio. This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

IN WITNESS WHEREOF, each party has, upon the dates hereinafter set forth, caused this Agreement to be executed in counterparts which when combined, shall form a single agreement.

Institution: Miami University

By: David K Creamer

Name: David K. Creamer
Senior Vice President for
Finance and Business Services
Miami University

Title: _____

Date: April 21, 2023

Witness: Andrea C. Coyle

Name: Andrea C. Coyle

Participating Institutions:

University of Akron
Northeast Ohio Medical University
The Ohio State University
Ohio University
Shawnee State University
University of Toledo
Wright State University

Miami University
Bowling Green State University
Youngstown State University
Central State University
University of Cincinnati
Cleveland State University
Kent State University