

AGREEMENT

THIS AGREEMENT is made this ____ day of August, 2022 by and between MIAMI UNIVERSITY (MIAMI), 501 E. High Street, Oxford, Ohio 45056, a public university of the State of Ohio, and the BOARD OF TOWNSHIP TRUSTEES OF OXFORD TOWNSHIP (TOWNSHIP), 925 South Main Street, Oxford, Ohio 45056.

WHEREAS, pursuant to R.C. § 505.48, the Township has created a police district (the "District") including all of the unincorporated territory of Oxford Township and appointed a chief of police for the District; and

WHEREAS, the chief of police has appointed patrol officers and other personnel as determined by the Township to be required for the District; and

WHEREAS, the members of the District's police force serve as peace officers for the territory included in the District and also serve as constables appointed by the Township pursuant to R.C. § 509.01 with jurisdiction to apprehend and bring to justice felons and disturbers of the peace, suppress riots, and keep and preserve the peace throughout Butler County; and

WHEREAS, Miami hosts several NCAA Division 1 home football games, concerts, or other academic, athletic, and special events [each an "Event"] in Yager Stadium or Millett Hall on the Miami campus primarily during its academic year; and

WHEREAS, each Event may cause or contribute to an increase in automobile and pedestrian traffic creating congestion in the portions of Oxford Township in the vicinity of Yager Stadium and Millett Hall, especially in the area of Bonham Road.; and

WHEREAS, in connection with any Event, Miami may request the Township to provide additional police protection and other services within designated portions of Oxford Township, particularly on Bonham Road, and agree to compensate the Township for additional expenses associated with an Event or designated types of Events.

NOW, THEREFORE the parties agree as follows:

1. The Township agrees to provide additional police protection by assigning a minimum of two police officers for each Miami home football game. The officers' primary assignment will be to manage the increased automobile and pedestrian traffic in the Township caused by Miami's home football games. At Miami's request, Township's police officers may also provide police services inside Yager Stadium or other locations on Miami's campus. The Township and Miami agree to consult to determine the nature and hours of the additional police assistance that the Township will provide within the Township during Miami's home football games.
2. If Miami determines that any other Event at Yager or Millett will cause a substantial increase in automobile and pedestrian traffic in the Township, Miami will notify the Township and may ask the Township to provide additional police protection by assigning a minimum of two police officers for the Event. The officers' primary assignment will be to manage the increased automobile and pedestrian traffic in the Township caused by the Event. At Miami's request, Township's police officers may also provide police services

inside Yager Stadium, Millett Hall, or other locations on Miami's campus in connection with the Event. The Township agrees that upon receipt of such a request, it will use its best efforts to provide additional police protection by assigning a minimum of two additional police officers for the Event. The Township will provide reasonable notice to Miami if the Township determines that it does not have available resources sufficient to provide the requested additional police protection. The Township and Miami agree to consult to determine the nature and hours of the additional police assistance that the Township will provide within the Township during Miami's Event.

3. In consideration of the added burden on Township resources and the expense of providing additional police services during Miami's home football games or one or more other Events, Miami agrees to pay to the Township, the sum of \$55.00 per hour per officer for the additional police services for each home football game or other Event. If Miami and the Township agree that more than two officers are needed to adequately provide additional police services for Miami's home football games or other Event, Miami will pay to the Township an additional \$55.00 per hour per officer. Such payment will constitute Miami's sole obligation for the Township providing the additional police services described herein. Township shall be responsible for the compensation paid to its police officers' (including fringe benefits), taxes, insurance, and other expenses associated with providing the additional police services described in this Agreement.
4. The Township's Chief of Police will provide the Township's Fiscal Officer with information concerning the number hours of additional police protection provided by the Township pursuant to this Agreement. The Township's Fiscal Officer shall provide Miami with a monthly invoice for the amounts due to the Township under the terms of this Agreement. Miami will pay the invoice within thirty (30) days of receipt.
5. No party shall be liable to the other party for any consequential damages for failure to answer, or neglect in answering any call for police assistance or for the inadequacy, negligent operation of equipment and apparatus, or for any cause whatsoever growing out of such use of said equipment and apparatus or negligent performance of duties by its police department members.
6. No party shall be liable in any manner or event to the other party for personal injuries suffered by any member of its police department.
7. Each party shall assume the risk of loss or damage to their respective equipment and shall be responsible for and pay the amounts of any judgments entered assessed against its police officers, while traveling to and from or acting within its territorial jurisdiction.
8. Each senior Miami and Township on-duty police officer will retain full charge and authority within that officer's jurisdiction. On any occasion when police officers of both parties are present during the course of a joint action, Township's command authority shall have full charge and authority over any assisting resources, to include personnel, unless the scene of joint action is located on Miami's campus when Miami's senior ranked police officer at the scene shall have full charge and authority over any assisting resources, to include personnel. Miami shall determine the radio frequency upon which radio communications will be transmitted during the hours for home game days or other Events.

9. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture (or other form of joint enterprise), or employment between the parties. Each party is responsible for all of its own employees, and for the payment of their compensation, including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes; unemployment insurance; workers' compensation insurance payments; pension and retirement benefits; and disability benefits.
10. This Agreement shall be in effect for the period of four years beginning August 31, 2022 provided, however, that any party may withdraw from this Agreement upon giving the other party 90 days written notice to such effect.
11. The parties will participate in an annual review of administrative procedures, policies, and their effects as may relate to the operation of this Agreement.

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.

Miami University

Board of Township Trustees of Oxford
Township

By: David G. Creamer

By: Gary R. Salmon

Name and Title (Print):

Name and Title (Print): Gary R. Salmon

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

President Oxford Township Board of Trustees
Butler County Ohio

Date: 08/30/22

Date: 15 August 2022