

CITY OF OXFORD AND MIAMI UNIVERSITY
LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT

WHEREAS, the City of Oxford, Ohio maintains a police department pursuant to Sections 3 and 7 of Article XVIII of the Ohio Constitution and Miami University maintains a police department pursuant to Ohio Revised Code 3345.04; and

WHEREAS, the City of Oxford and Miami University are both parties to the Butler County Intra-County Mutual Police Aid Agreement; and

WHEREAS, the City of Oxford and Miami University are authorized by Ohio Revised Code 3345.041 to enter into a Law Enforcement Mutual Assistance Agreement authorizing Miami University to perform police functions on behalf of the City of Oxford and, authorizing the city of Oxford to perform police functions on behalf of Miami University; and

WHEREAS, the City of Oxford and Miami University have previously entered into Law Enforcement Mutual Assistance Agreements and;

WHEREAS, the current Law Enforcement Mutual Assistance Agreement between Miami University and the City of Oxford is scheduled to terminate on June 30, 2008 ; and

WHEREAS, the City of Oxford and Miami University now desire to enter into a new Law Enforcement Mutual Assistance Agreement;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth below, the City of Oxford and Miami University (hereinafter referred to individually as "Party" and collectively as "Parties") agree as follows:

1. Effective Date and Scope of Agreement

- A. This Agreement is effective on the 1st day of July, 2008 and supercedes and replaces the Law Enforcement Mutual Assistance Agreement effective July 1, 2005.
- B. This Agreement supplements the Butler County Intra-County Mutual Police Aid Agreement, attached hereto as Exhibit A and incorporated herein, to which both City of Oxford and Miami University are signatories. This Agreement further defines the terms and conditions pursuant to which the Parties shall provide mutual law enforcement assistance to each other. All terms and conditions of the Butler County Intra-County Mutual Police Aid Agreement are applicable to this Agreement.

2. Definitions

For the purposes of the Agreement, the following terms shall have the following meanings.

- A. Law Enforcement Authority is defined as either the police department (including its sworn officers) of Miami University (herein "Miami University Police Department" or "MUPD") or the police department (including its sworn officers) of the City of Oxford (herein "Oxford Police Department" or "OPD").
- B. Concurrent Law Enforcement Authority is defined as the geographical area where both Law Enforcement Authority have the legal right and obligation under this Agreement to provide law enforcement services pursuant to this Mutual Assistance Agreement.
- C. Law Enforcement Services is defined as the performance of any police function, the exercise of any police power or the rendering of any police services.

3. Concurrent Law Enforcement Authority

Pursuant to this Agreement, MUPD and OPD shall have Concurrent Law Enforcement Authority over the entire rights of way of the following streets, including the intersection at either end of the specified right-of-way and all intersections contained within the described rights-of-way:

1. Chestnut Street between Campus Avenue and Patterson Avenue;
2. Campus Avenue between Chestnut Street and High Street;
3. Sycamore Street from Tallawanda Street to Bouden Lane;
4. The entire length of Tallawanda Street;
5. State Route 73 from Patterson Avenue to the City of Oxford limits;
6. Spring Street from Campus Avenue to Patterson Avenue;
7. Patterson Avenue (also known as U.S. Highway 27) from south Patterson Avenue at the University Property limit north to the City of Oxford corporation limits;
8. High Street (also known as U.S. Highway 27) from Patterson Avenue to Campus Avenue;
9. Bonham Road from Sycamore Street and Tallawanda Street to the Miami University property limit;
10. The entire length of Oak Street; and
11. The entire length of Maple Street.

Each Law Enforcement Authority is authorized by this Agreement to perform any law enforcement services in any area of Concurrent Law Enforcement Responsibility. Whenever an accident occurs in any of the areas described in #1-11 above, the Law Enforcement Authority with the first officer on the scene shall assume responsibility. MUPD shall issue citations under the Oxford City Code for all parking and moving violations that occur in the areas described in #1-11 above.

During each year of this Agreement the chiefs of police of MUPD and OPD will review the enforcement practices on these streets to ensure appropriate enforcement for the

benefit of the people and report the results of such review to the Vice President for Finance and Business Services at Miami University and the City Manager of Oxford.

4. Additional Law Enforcement Assistance

A. Major Events

Each Party shall advise the other Party of significant community or university events (i.e., concerts, athletic events, Red Brick Rasta). The chief of the police department where the event is occurring (i.e., the city or on university property) may request the law enforcement assistance of the other department. MUPD will coordinate traffic control with Oxford Police and will assist in the off-campus control of traffic related to significant campus events.

B. Maintenance of Law and Order

Whenever either the OPD or MUPD determines that it does not have sufficient law enforcement resources to meet a particular situation or set of circumstances effectively and expeditiously, the senior officer of the police department on duty and in charge of the police department is authorized to request law enforcement assistance from the other police department. This authorization includes responding to a significant crime which includes homicide, aggravated assault, rape, robbery, burglary, breaking and entering, and civil disorder (riot, attempted riot, and disruptive crowds).

C. Major Case Investigation

When a significant crime has occurred, the chief of the police department of either MUPD or OPD may request the law enforcement assistance of the other police department in investigating the significant crime. Joint investigations must be approved by the chiefs of each Law Enforcement Authority.

D. Witness to Offense/Traffic Violation or Accident

1. An officer witnessing potentially life-threatening, substantial property damage, traffic violations or criminal violations outside the officer's jurisdiction is empowered to stop the violator. The witnessing officer will then notify the on duty supervisor of the responsible department and advise the nature of the incident, its location and the witnessing officer's unit number. The responsible department will respond in one of the following manners:

A. Relinquish authority over the incident to the witnessing officer, or

B. Dispatch an officer or officers to the scene who will take charge of the incident. The responsible department has the option of relinquishing authority for the incident to the witnessing officer, subject to the approval of the officer on duty and in charge of the responsible department.

2. If any officer of either jurisdiction observes any incident in the other jurisdiction involving bodily injuries or substantial property damage, then such officer shall respond to such incident following the notification procedures specified above, with the full authority of an officer of the other jurisdiction including the authority to make arrests. Such authority shall continue until such time as appropriate personnel from the other jurisdiction has responded.
3. The following violations are considered to be life threatening and/or substantial property damage offenses:

Aggravated Vehicular Homicide (ORC Sec. 2903.06)
Vehicular Homicide (ORC Sec. 2903.07)
Willful or Wanton Disregard of Safety on Highways (ORC Sec. 4511.20) Willful or Wanton Disregard of Safety Elsewhere (ORC Sec. 4511.201) Operation Without Reasonable Control (ORC Sec. 4511.202) Operating a Motor Vehicle under the Influence - OMVI (ORC Sec. 4511.19 - 4511.196)
Left of Center (ORC Sec. 4511.30)
Intoxicated Persons on a Public Highway (ORC Sec. 4511.481)
Leaving the Scene of an Accident (ORC Sec. 4549.02)
Obeying Traffic Control Devices (ORC Sec. 4511.12)
Any felony defined in the Ohio Revised Code.

4. In the event that police personnel and equipment are involved in providing assistance under this Agreement, and such responding personnel and equipment are required by their own department, each party to this Agreement reserves the right to withdraw such personnel and equipment for such purposes.
5. In any situation in which assistance is provided pursuant to the terms of this Agreement, the officer in charge of the Requesting Department shall have full charge of and authority over any assisting equipment and personnel responding to such call. No oath of office need be administered to police officers of the Responding Department when the performance of such officers' duties is pursuant to this Agreement.
6. No charge shall be made for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.
7. All personnel of the Responding Department, while providing assistance under this Agreement, shall at all times be acting within the scope of their employment by the Responding Department, and will not be considered employees of the Requesting Department. Each Party to this Agreement will continue to be responsible for all forms of compensation and benefits related to the employment as well as equipment, uniforms and other tangible articles, which it would otherwise pay or furnish while any of its officers is (are) providing assistance under this Agreement. Under no circumstances will either party be required to

assume any of such employment-related obligations or expenses by virtue of having made one or more request for, or received, assistance under this Agreement.

5. Warrants, Subpoenas, and Other Legal Process

Warrants, subpoenas and other legal process shall be served by the appropriate police department: MUPD for those documents addressed to persons on University property and OPD for those documents addressed to persons living in the City of Oxford with appropriate control documentation maintained by the serving department. Any exception to this provision shall be agreed upon by the chiefs of MUPD and OPD or in their absence the senior officer on duty.

6. Liability Between the Parties

Neither the City of Oxford nor Miami University shall be obligated to reimburse the other for loss or damage to equipment while law enforcement officers are engaged in activity in accordance with this Agreement, nor shall there be any reimbursement, indemnity award, or premium contributions assessed against the other for workers compensation benefits arising by reason of injury or death to an employee of either while engaged in rendering services under this Agreement. Each party shall be responsible for any claim or cause of action made against the party of its law enforcement officers arising out of the performance of duties under this Agreement and neither party shall be required to indemnify, defend, or hold harmless the other for any such claim or cause of action.

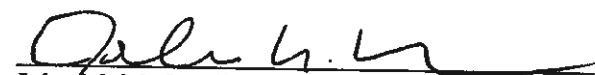
7. Duration of Agreement

- A. This Agreement shall expire on June 30, 2012.
- B. The Oxford City Manager and the Vice President for Finance and Business Services at Miami University may enter into such additional Memoranda of Understanding, setting forth additional procedures, not inconsistent with the terms hereof, for implementing this Agreement. The parties agree to be bound by the terms of any such memoranda as fully as if it were part of this Agreement.
- C. This Agreement may be terminated by either party with a 60-day written notification of intent to terminate.

Miami University



David Creamer
Vice President for Finance and
Business Services



John M. McCandless
Chief of Police
Miami University Police

The City of Oxford



Doug Elliott
City Manager



Stephen D. Schwein
Chief of Police
Oxford Police Department