



Department of Public Safety

TO: Tyre S. Broomfield  
Paul J. Callahan  
Tony Camechis  
John Dauer  
Gene Ferrara  
John Gocala  
John McCandless  
Lester D. Mitchell  
John Peach  
Simone G. Polk  
James W. Wiegand

FROM: Vernon Baisden *VB*

DATE: June 10, 2005

RE: Mutual Aid Agreement

Attached is your individual original copy of the Mutual Aid Agreement among participating Ohio universities.

Congratulations to all of you. They said it couldn't be done!

Special thanks to Gene Ferrara and John Peach.

Attachment

Public Safety Administration  
1044 Blankenship Hall  
901 Woody Hayes Drive  
Columbus, OH 43210-4016  
Phone: 614-247-6300  
Fax: 614-247-6303

University Police  
1222 Blankenship Hall  
901 Woody Hayes Drive  
Columbus, OH 43210-4016  
Phone: 614-292-2121  
Fax: 614-292-7953

University Security and Fire  
Prevention Services  
1010 Blankenship Hall  
901 Woody Hayes Drive  
Columbus, OH 43210-4016  
Phone: 614-292-7677  
Fax: 614-292-6865

MUTUAL AID AGREEMENT  
AMONG  
PARTICIPATING OHIO UNIVERSITIES

This Agreement made as of this 28th day of March, 2005, 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 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.

2. Police officers of the responding party rendering assistance to the requesting party shall have the same authority as is conferred on police officers of the requesting party.
3. 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.
4. 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 judgments entered assessed against its police officers, while traveling to and from or acting within the territorial jurisdiction of the requesting party.
5. 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.
6. This Agreement shall be in effect for the period of four years beginning March 28, 2005; provided, however, that any party may withdraw from this Agreement upon giving the other parties written notice to such effect.
7. 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.

Bowling Green State University

By: J. Christopher Dalton

Its: SENIOR VICE PRESIDENT

Date: 3/17/04

Central State University

By: [Signature]

Its: VP FOR ADMIN. & CFO

Date: 1/12/05

Cleveland State University

By: Joseph A. Nolan

Its: Vice Pres. for Administration

Date: \_\_\_\_\_

Kent State University

By: David D. Coonan

Its: Vice President for Administration

Date: 4/28/04

Miami University

By: [Signature]

RICHARD M. NORMAN  
Its: Vice President for Finance and Business Services and Treasurer

Date: 1-4-2005

Ohio University

By: [Signature]

Its: Vice President

Date: 4/18/04

University of Akron

By: [Signature]

Its: TED A. MALLO  
Vice President and General Counsel

Date: 4/30/04

University of Cincinnati

By: Carla A. Crabtree

Its: CARLA A. CRABTREE  
AS  
ASSISTANT CONTRACTING OFFICER

Date: 3-4-04

University of Toledo

By: 

Its: Senior Vice President

Date: 4/20/04


Wright State University

By: 

Its: VICE PRESIDENT FOR STUDENT AFFAIRS  
AND ENROLLMENT SERVICES

Date: OCT. 19, 2004

Youngstown State University

By: 

Its: Vice President for Administration

Date: 12-16-04

The Ohio State University

By:   
William J. Shkurbi

Its: Senior Vice President For Business Finance

Date: 28 Mar 05