

IN THE COUNCIL OF THE VILLAGE OF NEW CONCORD, OHIO

RESOLUTION NO. 3-11-1

(FORMERLY 2-11-2) A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MUTUAL AID AGREEMENT WITH MUSKINGUM UNIVERSITY FOR SECURITY SERVICES.

WHEREAS, Village Council desires to have a "Mutual Aid Agreement" between the Village Police Department and the Muskingum University Police Department, and

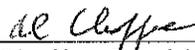
WHEREAS, the mayor is the proper representative of the Village to execute the agreement; and

NOW, THEREFORE, be it ordained by the Council of the Village of New Concord, Ohio that:

Section 1. The mayor shall be authorized to enter into a mutual aid agreement with Muskingum University for security services.

Section 2. For the reasons stated in the preamble hereto, which is made a part hereof, this resolution shall take effect at the earliest period allowed by law.

PASSED: March 14, 2011



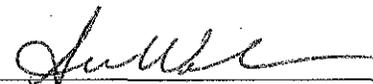
Al Chaffee, President of Council

APPROVED: March 14, 2011



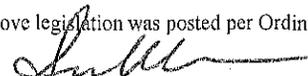
R. Gregory Adams, Mayor

ATTEST:



Sue Wilson, Fiscal Officer

I hereby certify that the above legislation was posted per Ordinance No. L-1-84-1.



Sue Wilson/Fiscal Officer

MUTUAL AID AGREEMENT

Between

The Village of New Concord, Ohio

And

Muskingum University

This Agreement is between the Village of New Concord, Ohio ("Village"), a municipal corporation, and Muskingum University ("University"), a private institution of higher education, located within the geographical jurisdiction of the Village.

WHEREAS, Section 1713.50 (B) of the Ohio Revised Code authorizes the Board of Trustees of certain Ohio based private colleges and universities to establish Campus Police Departments and to appoint certain members of such Department to act a police officers; and

WHEREAS, On October 16, 2010, Muskingum's Board of Trustees ("Board") authorized its Executive Committee, acting at its January 2011 meeting, to establish a Campus Police Department and appoint certain qualified members thereof to act as campus police officers ("Campus Police"); and

WHEREAS, Revised Code Section 1713.50 (C) authorizes the Board to enter into agreements with the political subdivisions in which the University's property is located whereby members of the Campus Police Department may exercise within such political subdivision, but outside of the University's property, the police power and authority granted to them under Revised Code Section 1713.50; and

WHEREAS, the Board and the Village are desirous of entering into a mutual aid agreement whereby members of Muskingum's Campus Police Department may exercise police

officer powers and authority beyond the boundaries of the University's main campus, but within the boundaries of the Village, in order to assist or provide "back up" to members of the Village Police Department ("Village Police") and, in return for such assistance, the Village Police are willing to assist and back up the Campus Police when necessary; and

WHEREAS, by this Agreement the University and the Village intend to set forth their mutual agreements and understandings regarding the Village conferring jurisdiction upon the Campus Police to exercise police officer power and authority beyond the property of the University but within the Village, as well as their other agreements regarding aiding one another;

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth below, the parties agree as follows:

1. **Areas of Primary Geographical Jurisdiction.** The primary geographical area in which the Campus Police shall exercise their police powers and authority is the University's property located in New Concord, Ohio and generally known as the University's "main campus" ("Campus"), including streets passing through that property. The University has furnished the Village with a current map of the configuration of its Campus and will provide the Village with an updated map in the event of any future significant changes in that configuration. The Campus Police may also exercise their police powers on University property within the Village which is not contiguous to the Campus.

The primary geographical area in which the Village Police shall exercise their police powers and authority are those areas of the Village not forming part of the University's Campus or streets passing through the Campus.

The Village Police and the Campus Police will have concurrent enforcement jurisdiction on streets that are adjacent to or form a portion of the Campus' boundaries, as well as with respect to any University-owned property which is not contiguous to the Campus.

2. **Village Grant of Authorization.** The Village hereby grants members of the Campus Police authorization to exercise their police powers and authority beyond the University's property and anywhere within the Village's geographical boundaries, but subject to the below terms and conditions of this Agreement. Such exercise of police powers and authority by Campus Police is hereinafter called "Extended Jurisdiction

3. **Operating Procedures:** Typically, the Village Police will not—without prior notification to the Campus Police—come on the Campus to conduct routine patrols or surveillance, or to enforce Village ordinances or Ohio statutes not involving potential felonies. "Prior notification" means such notification as is reasonable in the circumstances. Any generally accepted mode of communication may be used for the purpose of giving such notification, including but not limited to police radio. Where the ordinance or statute involved does not relate to potential or actual physical harm to individuals, in the absence of actual contact with the Campus Police typically the Village Police will have attempted to establish contact with the Campus Police on at least two individual occasions separated by a reasonable interval of time. If actual contact with the Campus Police cannot be made through such efforts, the Village Police may proceed with their business on the Campus without having provided the typical prior notification.

(a) This typical operating and notification procedure, however, is subject to the following exceptions:

(i) The Village Police will respond as rapidly as is practical to any call for assistance or "back up" by the Campus Police.

(ii) The Village Police may exercise their jurisdiction on the University's Campus when they have reasonable cause to believe a felony has been or is about to be committed on such Campus. Village Patrol cars and personnel may pass through campus enroute or in the course of village patrol (for example Stadium Drive, College Drive as required).

(iii) The Village Police may continue to pursue onto and within the Campus a suspect believed to have committed a crime of any degree if they observed the suspect committing that act outside of the Campus' boundaries and have been in continuous pursuit of the suspect since observing that act, i.e., when they are in "hot pursuit" of the suspect. In the event the Village Police should observe what appears to be unlawful but non-felonious conduct within the Campus boundaries, they shall promptly report that conduct to the Campus Police. If, while attempting to report such unlawful conduct to the Campus Police, the Village Police receive no response from such Campus Police after reasonable prior notification procedures, as defined above, have been implemented, the Village Police may intervene in the unlawful conduct occurring on the Campus.

(iv) The Village Police also may exercise their jurisdiction on the University's Campus in the event they have called upon the Campus Police to enforce a state statute or Village ordinance against conduct occurring on the Campus (such as excessive noise) but, after a reasonable period of time, the Campus Police have not confirmed they will expeditiously enforce such statute or ordinance.

(v) The Village Police further may exercise their jurisdiction within the boundaries of the Campus in any emergency situation which creates a risk of physical harm to any individual(s).

(b) It is understood the Campus Police are employees of the University whose primary responsibility is the enforcement of University rules and regulations, state laws and applicable Village ordinances on the University's Campus and other University property. That responsibility requires the Campus Police to provide adequate coverage for the Campus at all times. Typically, the Campus Police will not exercise their Extended Jurisdiction outside of the boundaries of the University's Campus or on other University owned property within the Village. This general operating procedure, however, is subject to the following exceptions:

(i) The Campus Police will respond as rapidly as practical to any call for assistance or "back up" by the Village Police, provided that so responding does not leave the University's Campus with inadequate police coverage, as determined by the Director of the University's Police Department.

(ii) The Campus Police may exercise their Extended Jurisdiction when functioning as "extra duty" officers for the Village, whether they undertake such function for hire or gratuitously.

(iii) The Campus Police further may exercise their Extended Jurisdiction outside of the University's Campus but within the boundaries of the Village in any emergency situation which creates a risk of physical harm to any individual(s).

(c) The police department which calls upon the other police department for assistance or "back up" shall be in charge of the legal "incident" and the scene where the incident occurred, unless otherwise agreed between the ranking on-the-scene officers of the two police departments. The department requesting assistance shall designate an "Incident Commander" for the situation to whom members of the assisting department shall report. If no Incident Commander has yet been designated, the responding officers instead shall report to the ranking officer of the requesting department who is on-the-scene. The Incident Commander or, if none has been designated, the requesting department's ranking officer on-the-scene shall coordinate radio communications between the departments and with any other safety agencies on-the-scene or enroute to the scene. Any arrest by responding personnel in the requesting department's primary geographical jurisdiction will be coordinated by the requesting department's Incident Commander or, if none, its ranking officer on-the-scene.

In the event of any extended emergency, the Incident Commander or, if none, the requesting department's senior ranking officer on-the-scene, shall establish an "Incident Command Post." An extended emergency is one reasonably expected to last more than two hours from the time of first arrival at the scene.

In the event members of the Campus Police are expected to be rendering assistance for an extended period of time, the ranking officer of the Village Police then on duty shall, for Campus staffing purposes, promptly notify the Director of the Campus Police Department. It is understood that the primary duty of Campus Police is to provide coverage to the University's Campus. Therefore, the Director of the Campus Police Department will determine in any given situation when Campus Police assistance to the Village Police will be terminated. The Director of the Campus Police Department will give the Village's Incident Commander or, if none, its

ranking officer on-the-scene, as much advance notice of any anticipated termination of such assistance as is practical.

4. Legal Status when Responding to Calls of Assistance. When Campus Police respond to requests for assistance from or to act as back up for the Village Police, it is understood that they are deemed a functional portion of the Village Police Department and have the benefit of all laws protecting members of that Department. It is further understood that when so responding, members of the Campus Police shall be responsible to the public in terms of being governed by the Ohio Revised Code, the Village ordinances, and the policies, rules, regulations and prescribed procedures of the University and the University's Campus Police Department. Responding members of the Campus Police, however, are not expected to comply with or carry out any Village Police requests, directives or orders compliance with which or the execution of which would be contrary to University or Campus Police Department policies, rules, regulations or prescribed procedures. In the event University or Campus Police Department policies, rules, regulations or prescribed procedures prohibit a member from carrying out a Village Police order or directive, he or she will promptly advise the ranking Village Police officer on-the-scene of the inability to carry out that order or directive as being in violation of University or Campus Police Department policies, rules, regulations or prescribed procedures.

When Village Police respond to requests for assistance from or to act as back up for the Campus Police, it is understood that they are deemed a functional portion of the University's Campus Police Department and have the benefits of all laws protecting members of such Department. It is further understood that when so responding, members of the Village Police shall be responsible to the public in terms of being governed by the Ohio Revised Code, the

Village ordinances, the University's rules and regulations, and the Village Police Department policies, rules, regulations and prescribed procedures. Responding members of the Village Police, however, are not expected to comply with or carry out or any Campus Police requests, directives or orders compliance with which or the execution of which would be contrary to Village or Village Police Department policies, rules, regulations or prescribed procedures. In the event Village or Village Police Department policies, rules, regulations or prescribed procedures prohibit a member from carrying out a Campus Police order or directive, he or she will promptly advise the ranking Campus Police Officer on-the-scene of the inability to carry out that order or directive as being in violation of Village or Village Police Department policies, rules, regulations or prescribed procedures.

5. **Costs.** The parties recognize that this Mutual Aid Agreement is beneficial to each of them. Therefore, neither party shall charge the other for any labor, nor for the use of any equipment utilized in fulfilling the mutual aid aspects of this Agreement. The foregoing notwithstanding, officers responding to or on the scene of an emergency are entitled to the same benefits under any pension or indemnity fund of their employer as apply to actual duty for such employer and to all the Worker Compensation rights and benefits of Ohio Revised Code Sections 4123.01 through 4123.94.

Further, neither party shall be liable to the other for damage to any equipment of the other used in responding to a call for assistance. Each party shall look only to its own insurer in the event such equipment is damaged through its use by the agents of the other party to this Agreement.

6. **Coordination Meetings.** The Director of the University's Campus Police Department shall schedule review meetings with the Village's Chief of Police on a quarterly or more frequent basis in order to discuss any operating problems or troublesome situations and possible methods for improving operations under this Agreement. In addition to such periodic meetings, the Director of the Campus Police Department and the Chief of the Village Police Department shall meet with one another upon the reasonable advance request by the other in order to review any imminent operational problems under this Agreement and to explore means for achieving better communications and operating results. Additionally, the Mayor of the Village and the University's Vice President for Student Life shall meet at least annually in order to review whether this Agreement is serving each party's needs and expectations as effectively as is possible.

7. **Scope.** It is understood either party may request assistance or back up at any time when its own police force is incapable of responding with sufficient personnel or resources to properly address any specific incident. This Agreement, however, does not limit either party's prerogative to request assistance or further assistance from the Muskingum and Guernsey County Sheriff Departments, or the State Highway Patrol (via the Governor's Office) if necessary to properly respond to riot, insurrection, invasion, natural or man made disaster, or other emergency warranting such additional aid.

8. **Term.** The initial term of this Agreement shall be through August 1, 2012 and the term shall be automatically renewed from year to year thereafter. Either party may terminate this Agreement by written notice to the other 90 days before expiration of the initial term or any one year renewal term. Additionally, if one party believes the other party to be in material

breach of this Agreement, it shall give such other party written notice of the apparent breach and not less than 30 days in which to cure such breach.

9. **Amendments.** It is understood this Agreement sets forth the basic principles pursuant to which the parties shall lend mutual assistance to one another. It is anticipated that the parties will work together in a cooperative and flexible manner in meeting their goals of giving and receiving assistance when needed. It is understood, however, that notwithstanding such flexibility or the parties' practices under this Agreement, no course of conduct shall constitute a waiver of any rights hereunder and that the basic provisions of this Agreement may be altered or deleted only in a writing signed by the authorized representatives of the parties.

10. **Indemnity.** The parties agree to mutually indemnify each other, including attorney fees, from all liability whatsoever as a result of any action or inaction under this agreement except for intentional misconduct or willful gross negligence.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement at New Concord, Ohio, on the dates set forth below.

Village of New Concord

By *Greg Adams*

Gregory Adams, Mayor

Date: 4/9/2011

Muskingum University

By *Anne C. Steele, President*

Anne C. Steele, President

Date: 3-28-2011