

Agreement for Supplemental Police Services

Miami University / Ohio Department of Public Safety

Expires June 30, 2025

AGREEMENT FOR SUPPLEMENTAL POLICE SERVICES

This Agreement for Supplemental Law Enforcement Services (the "Agreement") is made by and between Miami University (the "University"), on behalf of its Miami University Police Department ("MUPD"), and the Ohio Department of Public Safety, Ohio State Highway Patrol ("ODPS"), jointly "the Parties."

1. **Supplemental Police Services.** The purpose of this Agreement is for ODPS, by and through the Ohio State Highway Patrol ("OSHP"), to provide law enforcement services ("Supplemental Services") from time to time on an as-needed basis to the University. This Agreement is subject to OSHP's determination of availability of Supplemental Services and OSHP is not obligated to provide Supplemental Services. The OSHP officers providing Supplemental Services (specifically, one (1) sergeant and seven (7) troopers; *see* Exhibit A, which is attached hereto and incorporated into this Agreement by reference) shall perform duties consistent with their normal employment on the campus of Miami University, such as staffing special events, traffic control, patrol duties, and other basic law enforcement functions reasonably requested by MUPD and agreed to by OSHP.
2. **Compensation by University to OSHP.** In consideration for the Supplemental Services, the University shall pay OSHP for the total cost of on-duty services provided, as calculated using each officer's actual hourly rate paid, plus benefit factor, at the time the services were provided. (*See* Exhibit A). Additional costs for any OSHP vehicle(s) used will also be paid, provided they are agreed upon by OSHP and MUPD in advance. The University shall pay OSHP within thirty days of receipt of an itemized invoice from OSHP (*e.g.*, reflecting hourly rate, hours served, benefit factor, and any vehicle costs).
3. **Authority of the Parties.** The management of the officers' work, including the exclusive right to control and/or direct the manner by which the work is performed, remains with OSHP. OSHP officer(s) shall at all times remain subject to OSHP policies and under the authority of the OSHP Superintendent.
4. **Compensation of Officers Providing Supplemental Services.** The University will compensate OSHP for the on-duty Supplemental Services. OSHP, in turn, shall be solely responsible for compensating the OSHP officer(s) who perform the Supplemental Services. Specifically, OSHP shall be responsible for payment of those officers' wages, salaries and benefits associated with time performing the Supplemental Services, for obtaining and paying for all required insurance and for making all legally required withholding and/or payment of taxes and other contributions related to its officers including income taxes, Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation, if any.
5. **Witness Duties.** To the extent necessary, at the University's cost, and upon timely issuance and receipt of a proper subpoena, OSHP officers who perform Supplemental Services shall be made available to appear as witnesses in the University's administrative procedures, civil dispossession hearings and civil or court proceedings involving criminal or quasi-criminal conduct allegedly occurring during a time officer was providing such Supplemental Services.

6. **Intervening Emergencies.** The Parties acknowledge and agree that police emergencies may require the immediate response of OSHP officers assigned to perform Supplemental Services and that such officers may deviate from or cease such Supplemental Services in order to respond to the emergency, at no cost to and without fault of ODPS or OSHP.

7. **Scope of Employment.** While performing the Supplemental Services, all OSHP officers shall be acting within the scope of their OSHP employment, including when traveling to and from the University's campus.

8. **No Agency.** The employees of each Party at all times shall be considered employees of that Party during the performance of any work or services under this Agreement. Employees of one Party shall not at any time or for any purpose be considered agents, servants or employees of the other Party.

9. **Responsibilities for Acts and Omissions of Employees.** Each Party shall be responsible for all personal injury, property damage and all other claims, expenses, costs, losses and damage caused by the acts and omissions of its employees, agents and contractors, subject to Chapter 2743 of the Ohio Revised Code. Each Party shall be responsible for paying all costs, damages and judgments arising from its employees' performance of any services or work under this Agreement.

10. **No Liability Between Parties.** In no event shall a Party be liable to the other Party for indirect, consequential, incidental, special or punitive damages, or lost profits or wages. Neither party shall be liable to the other party for any act or omission by its employees and agents arising out of the performance or failure to perform any obligation under this Agreement, including but not limited to damages, claims and costs associated with personal injury and property damage. Each party hereby waives any right to seek compensation from the other party for such damages and losses. Neither Party shall be required to indemnify the other for acts or omissions of such other Party's officers, employees, agents or contractors.

11. **Compliance with Laws.** The Parties agree to comply with all federal, state and local laws, ordinances, regulations and other pertinent authority governing the activities, work and services required or permitted by this Agreement.

12. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Ohio.

13. **Entire Agreement.** This Agreement, and any specific scopes of work subsequently agreed to by the parties, together reflect the entire agreement between the Parties regarding the Supplemental Services and supersede all prior written and oral agreements and understandings regarding the subject matter of this Agreement.

14. **Counterparts.** This Agreement may be executed in counterparts, with separately executed counterparts considered one original Agreement.

15. **Time of Performance.** This Agreement shall be effective upon the date of last signature by the Parties and will terminate on June 30, 2025. This Agreement may be renewed by mutual written agreement of the Parties.

16. **Termination.** This Agreement may be terminated upon thirty (30) days' notice by either Party. This Agreement may be amended or terminated by mutual agreement of the Parties. An amendment or termination should be done in writing.

17. **Force Majeure.** If either Party is unable to perform any part of its obligations under this Agreement by reason of force majeure, the Party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The Party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, or any other severe weather; explosions; restraint of government and people; war; strikes; and other like events or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the Party.

18. **Availability of Funds.** The obligations of ODPS and OSHP under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to ODPS and OSHP for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by R.C. Section 126.07. ODPS and/or OSHP may suspend or terminate this Agreement if the General Assembly fails to appropriate funds, if the Director of Budget and Management fails to certify that sufficient funds are available, or if federal grant funds are not available for any part of the work under this Agreement.

[The rest of this page was intentionally left blank by the Parties; signature page follows].

IN WITNESS WHEREOF, the University, on behalf of MUPD, and ODPS have signed this Agreement on the dates appearing below.

MIAMI UNIVERSITY

Signature David F. Creamer
David Creamer

Senior Vice President for Finance and
Business Services

Date July 30, 2024

OHIO DEPARTMENT OF PUBLIC SAFETY

D.A. Wilson / BBS
Signature

D. Andrew Wilson

Director, Ohio Department of Public Safety

8.6.24
Date

MIAMI UNIVERSITY POLICE DEPT.

Stephen VanWinkle
Signature

Stephen VanWinkle

Chief of Police, Miami University Police Dept.

OHIO STATE HIGHWAY PATROL

Col. C.A. Jones
Signature

Colonel Charles A. Jones

Superintendent, Ohio State Highway Patrol

Miami University MOU Detail
FY-24 Security Cost
EXHIBIT A - Schedule of Approximate Rates

Number of Units	Position	Overtime Hourly Rate	Overtime Fringe Rate	8 Hours Overtime Grand Total
1	Sergeant	\$76.43	10.8582%	\$677.79
7	Troopers	\$65.46	10.8582%	\$4,063.80
MOU Personnel Detail Cost, at 8 hours				\$4,741.58

Base hourly rates effective July 1, 2023

Base hourly rate includes longevity, applicable to each position

Includes FY-24 fringe rates