

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT made and entered into on May 9, 2024, by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and Cohoctah Township (hereinafter referred to as "Cohoctah Twp").

WITNESSETH:

For and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
2. **Agreement Period.** This Agreement shall commence upon April 1, 2024, and shall continue until March 31, 2025, at which time it shall terminate. A one-year extension, April 1, 2025, through March 31, 2026, may be enacted if mutually agreed upon by all parties.
3. **Insurance.** COHOCTAH TWP shall be responsible for obtaining and maintaining its own property and liability insurance.
4. **Compensation.** The COHOCTAH TWP shall pay the COUNTY the sum of SEVENTY DOLLARS AND 0 CENTS (\$70.00) per hour per Sheriff Deputy performing services under this Agreement. COHOCTAH TWP will be invoiced monthly for the duration of the contract and will be pro-rated if partial month.
5. **Location Where Compensation is to be Paid.** The COHOCTAH TWP shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843, and Attn: Lt. Eric Sanborn
6. **Status of Sheriff Deputies Assigned Under Agreement.** The Sheriff Deputy assigned to the COHOCTAH TWP under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management, and control.
7. **Removal of Sheriff Deputies for Emergencies.** The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the COHOCTAH TWP, for emergencies that might exist outside the area designated by this Agreement.
8. **Nondiscrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State, and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.
9. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the COHOCTAH TWP upon thirty (30) days prior written notice to the other parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

COHOCTAH TOWNSHIP

By: _____ By: _____

JAY DRICK - CHAIRMAN

(Date)

(Signature)

(Date)

County Board of Commissioners

Name: Mark Fosdick

Title: Cohoctah Township Supervisor

By: _____

JASON PLESS - UNDERSHERIFF

(Date)

**BOILERPLATE APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: PETER A. COHL - 10/1/12**

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APPENDIX A

DESCRIPTION OF SERVICES:

THE LIVINGSTON COUNTY SHERIFF'S OFFICE SHALL PROVIDE LAW ENFORCEMENT SUPPORT INCLUDING TRAFFIC ENFORCEMENT, PRO-ACTIVE PATROL, AND GENERAL LAW ENFORCEMENT FOR COHOCTAH TOWNSHIP.

THE LIVINGSTON COUNTY SHERIFF'S OFFICE SHALL PROVIDE SERVICES FOR A MAXIMUM 8 HOURS PER WEEK AND A MAXIMUM OF 32 HOURS PER MONTH. THE ENFORCEMENT PERIOD WILL BE BEGIN MAY 9 AND END MARCH 31, 2025. IF ADDITIONAL SUPPORT IS NEEDED, IT WILL BE MUTUALLY AGREED UPON BETWEEN THE SHERIFF AND THE TOWNSHIP.

SHIFTS WILL BE FOR 8 HOURS PER WEEK. SHIFT TIMES AND DAYS WILL VARY BASED ON THE TOWNSHIP'S PREFERENCE. THE MONTHLY SCHEDULE WILL BE PRE-DETERMINED BUT WILL REMAIN FLEXIBLE BASED ON THE NEEDS OF BOTH PARTIES AND UPON MUTUTAL AGREEMENT.

THE CONTACTS GOING FORWARD FOR THIS AGREEMENT WILL BE AS FOLLOWS:

COHOCTAH TOWNSHIP: SUPERVISOR MARK FOSDICK

LIVINGSTON COUNTY SHERIFF'S OFFICE: LIEUTENANT ERIC SANBORN.