

AGREEMENT FOR LAW ENFORCEMENT SERVICES

(PUBLIC ENTITY)

THIS AGREEMENT, made and entered into on March 2nd, 2026, 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 the "TOWNSHIP").

WITNESSETH:

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

1. **Agreement Period and Termination.** This Agreement shall commence upon April 1st, 2026, and shall continue until March 31st, 2027, at which time it shall terminate.
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 TOWNSHIP upon eight (8) hours prior written notice to the other parties.
2. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
3. **Equipment to be Provided by County.** The COUNTY shall provide and maintain a fully equipped motor vehicle to be used for police protection and patrol, and all uniforms, weapons, insignia, and general police equipment to be used by any Sheriff Deputies assigned to duty in the TOWNSHIP.
4. **SHERIFF Responsible for Management.** All rights in the management of the Sheriff's Department shall remain in the SHERIFF. Management shall be construed to include, but not be limited to, determining priority of investigation; determining the number of Sheriff Deputies employed on police protection or patrol; determining what constitutes an emergency; determining the specific personnel to be assigned to the TOWNSHIP; determining the application of labor agreements to the services to be performed hereunder; and determining the adequacy of motor vehicles deployed.
5. **Insurance.** The COUNTY shall provide necessary insurance for the motor vehicle(s) used in the performance of the services described in the attached Appendix A, as well as the necessary insurance protection for any Sheriff Deputies assigned to duty in the TOWNSHIP.
6. **Compensation.** The TOWNSHIP shall pay the COUNTY the sum of SEVENTY-FIVE DOLLARS (\$75) per hour per Sheriff Deputy performing services under this Agreement.
7. **Location Where Compensation is to be Paid.** The TOWNSHIP shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843.
8. **Reports.** At the specific request of the TOWNSHIP, the SHERIFF shall provide to the TOWNSHIP such report as may be appropriate for release relating to law enforcement services provided in accordance with this Agreement. A monthly summary report detailing police protection and patrolling in the TOWNSHIP shall be prepared by the Sheriff's Department and submitted to the TOWNSHIP.
9. **Status of Sheriff Deputies Assigned Under Agreement.** The Sheriff Deputies assigned to the TOWNSHIP under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management, and control.
10. **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 TOWNSHIP for emergencies that might exist outside the area designated by this Agreement.
11. **Liability.** Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.
12. **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, sexual orientation, gender identity or expression, disability or genetic information 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.

It is expressly understood and agreed by the parties hereto that the requirements of this section shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the TOWNSHIP under this Agreement, including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

- 13. **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.
- 14. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.
- 15. **Modification of Agreement.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the mutual consent of the parties hereto, that is set forth in writing and signed by the authorized representatives of the County, Sheriff, and the TOWNSHIP.
- 16. **Assignment or Subcontracting.** The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.
- 17. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- 18. **Non-Third Party Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- 19. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
- 20. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said 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

Township of Cohoctah
(Entity Name)

BY: _____
NICK FIANI - CHAIRMAN (Date)
COUNTY BOARD OF COMMISSIONERS

BY: _____
(Signature) (Date)

Name: Mark Fosdick
(Print or Type)

BY: _____
JASON PLESS – UNDERSHERIFF (Date)
LIVINGSTON COUNTY SHERIFF

Title: Supervisor
(Print or Type)

**BOILERPLATE APPROVED AS TO LEGAL
FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: MATT NORDFJORD - 6/5/2025**

APPENDIX A

DESCRIPTION OF SERVICES:

THE LIVINGSTON COUNTY SHERIFF'S OFFICE WILL PROVIDE ENFORCEMENT SERVICES INCLUDING TRAFFIC ENFORCEMENT, PRO-ACTIVE PATROL, ORDINANCE SUPPORT, AND GENERAL LAW ENFORCEMENT.

THE TOWNSHIP OF COHOCTAH HAS ENTERED INTO AN AGREEMENT WITH THE LIVINGSTON COUNTY SHERIFF'S OFFICE FOR DEDICATED LAW ENFORCEMENT COVERAGE THIRTY-TWO (32) HOURS PER MONTH BEGINNING APRIL 1ST, 2026, AND TERMINATING MARCH 31ST, 2027.

SHIFTS WILL BE IN 8-HOUR INCREMENTS. THE SCHEDULE WILL VARY TIMES AND DAYS OF THE WEEK BASED ON THE TOWNSHIP'S PREFERENCE. SCHEDULE FRAMEWORK WILL BE PRE-DETERMINED BUT WILL REMAIN FLEXIBLE BASED ON THE NEEDS OF BOTH PARTIES AND MUTUALLY AGREED UPON.

THE TOWNSHIP AGREES TO PAY THE LIVINGSTON COUNTY SHERIFF'S OFFICE \$28,800 (32 HR/MONTH X 12 MONTHS/YEAR X \$75/HOUR = \$28,800), INVOICED MONTHLY, FOR THE SERVICES DESCRIBED IN THIS AGREEMENT.

THE TOWNSHIP SHALL BE PERMITTED TO ADD ADDITIONAL COVERAGE UNDER THIS AGREEMENT AT THE PRE-DETERMINED RATE, WITH AT LEAST 24 HOURS' NOTICE.

THIS IS A PARTNERSHIP BETWEEN THE LIVINGSTON COUNTY SHERIFF'S OFFICE AND THE TOWNSHIP OF COHOCTAH.