

DRAFT

LAW ENFORCEMENT SERVICES AGREEMENT

BETWEEN

COUNTY OF LIVINGSTON

ON BEHALF OF

LIVINGSTON COUNTY SHERIFF

AND

TOWNSHIP OF TYRONE

[TERM: JANUARY 1, 2023 TO MARCH 31, 2025]

DRAFT
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the **COUNTY OF LIVINGSTON**, State of Michigan (hereinafter referred to as the "COUNTY"), acting on behalf of the **LIVINGSTON COUNTY SHERIFF** (hereinafter referred to as the "SHERIFF"), and the **TOWNSHIP OF TYRONE** (hereinafter referred to as the "TOWNSHIP").

WITNESSETH:

WHEREAS, the TOWNSHIP desires to secure from the SHERIFF certain law enforcement services; and

WHEREAS, the COUNTY and the SHERIFF agree that the SHERIFF shall provide the TOWNSHIP with the services outlined below and as provided for by Public Act 1945, No. 246, as amended, set forth in MCL 41.181; MSA 5.45(1).

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

FIRST: Agreement Period and Termination. This Agreement shall commence upon the 1st day of January, 2023, and unless prematurely terminated as authorized in the second paragraph of this section, shall continue until the 31st day of March, 2025, at which time it shall terminate.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, with or without cause, at any time by either the COUNTY, the SHERIFF, or the TOWNSHIP upon thirty (30) days' prior written notice to the other parties. In the event of premature termination of this Agreement the TOWNSHIP shall in a final payment pay the COUNTY the total sum due for the services provided to the TOWNSHIP under this Agreement up to the effective date of the premature termination. After paying the final sum due the TOWNSHIP shall have no further payment obligations to the COUNTY under this Agreement.

SECOND: Definitions. For the purposes of this Agreement, the following definitions shall apply:

- A. "Insurance", insofar as vehicles are concerned, means the coverage provided to the Sheriff's Department and in force on January 1, 2023.
- B. "Insurance", insofar as Sheriff Deputies are concerned, means the coverage provided to the Sheriff's Department and in force on January 1, 2023.

- C. "Patrol" means the presence of a Sheriff Deputy in uniform in a vehicle as provided for in the SECOND section of this Agreement. It shall also include, but not be limited to, those activities defined as "police protection" below.
- D. "Police protection" means investigation and follow up on complaints, criminal investigations, and all work normally associated with law enforcement. It shall include, but not be limited to, the enforcement of the TOWNSHIP'S ordinances and the Michigan Liquor Control Code of 1998 (1998 PA 58), as amended.

THIRD: Services to be Performed by SHERIFF. The SHERIFF shall furnish police protection and patrol to the TOWNSHIP eight (8) hours per day seven (7) days per week during hours mutually agreed upon by the SHERIFF and the TOWNSHIP.

FOURTH: 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 any and all uniforms, weapons, insignia and general police equipment to be used by any Sheriff Deputies assigned to duty in the TOWNSHIP.

FIFTH: Insurance. The COUNTY shall provide necessary insurance for the motor vehicle(s) used in the performance of the services described in the SECOND section of this Agreement, as well as the necessary insurance protection for any Sheriff Deputies assigned to duty in the TOWNSHIP.

SIXTH: Compensation. The TOWNSHIP shall pay the COUNTY, from the general fund and funds received by the Township from the State of Michigan pursuant to the Michigan Liquor Control Code of 1998 (1998 PA 58), for the police protection and patrol services provided under this Agreement as follows:

PERIOD COVERING	COMPENSATION RATE	HOURS PER DAY	TOTAL
1/1/2023 - 12/31/2023	\$55.58 per hour	Eight (8)	\$161,849.00
1/1/2024 -12/31/2024	\$57.52 per hour	Eight (8)	\$167,498.00
1/1/2025 - 3/31/2025	\$59.54 per hour	Eight (8)	\$43,345.00

Payments shall be made to the County in equal bi-monthly installments.

SEVENTH: Location Where Compensation is to be Paid. The TOWNSHIP shall remit all payments to the Sheriff's Department at 150 S. Highlander Way, Howell, Michigan 48843.

EIGHTH: Status of Sheriff Deputies Assigned to TOWNSHIP. The Sheriff Deputies assigned to the TOWNSHIP, under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management and control.

NINTH: 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.

TENTH: 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.

ELEVENTH: 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 TOWNSHIP. In the event that such removal occurs, the TOWNSHIP shall be notified of the date and amount of time the Sheriff Deputy was removed in the Monthly Report which the SHERIFF submits to the TOWNSHIP. In the event the deputy is removed for an emergency, the SHERIFF will off set the time the deputy was removed from the TOWNSHIP by increasing TOWNSHIP patrol hours on the day the removal occurred or on other days during the month equal to the time the deputy had been removed.

TWELFTH: 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.

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.

THIRTEENTH: 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.

FOURTEENTH: Modification of Agreement. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

FIFTEENTH: Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

SIXTEENTH: 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.

SEVENTEENTH: 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.

EIGHTEENTH: 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.

NINETEENTH: 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.

TWENTIETH: 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 the behalf of said parties and that this Agreement has been authorized by said parties.

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

COUNTY OF LIVINGSTON

By: _____
Wes Nakagiri, Chairman
County Board of Commissioners

_____ Date

By: _____
Michael Murphy, Sheriff

_____ Date

TOWNSHIP OF TYRONE

By: _____
Mike Cunningham, Supervisor

_____ Date

By: _____
Pam Moughler, Clerk

_____ Date

**Approved as to Form for County of Livingston:
COHL, STOKER & TOSKEY, P.C.
By:
On:**

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LIV/SHERIFF #22-004