

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of FEB 2013, by and between the **COUNTY OF OCEANA** and the **OCEANA COUNTY SHERIFF**, hereinafter referred to as the "COUNTY" and the **TOWNSHIP OF Colfax**, hereinafter referred to as the "TOWNSHIP" for the period 01/01/2013 – 12/31/2016:

WHEREAS, the TOWNSHIP is desirous of entering into a contract with the COUNTY, through the office of the County Sheriff, for the performance of the law enforcement functions hereinafter described, within the corporate limits of said TOWNSHIP; and

WHEREAS, the COUNTY is agreeable to rendering such services and law enforcement functions on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by Act 246 of 1945, as amended;

NOW THEREFORE, pursuant to the terms of the aforesaid statutes and in consideration of the mutual covenants expressed herein, it is agreed as follows:

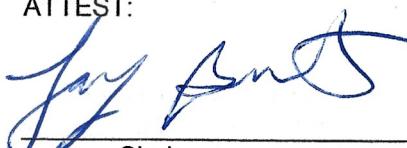
1. The COUNTY, through its County Sheriff, agrees to provide police protection within the corporate limits of the TOWNSHIP to the extent and in the manner hereinafter set forth:
  - a. Except as otherwise hereinafter specifically set forth, such services shall encompass the duties and functions of the type normally coming within the jurisdiction of the Oceana County Sheriff pursuant to state law; and in addition, the Sheriff and his duly assigned deputies shall, within the TOWNSHIP corporate limits, exercise all the police powers and duties of township police officers as provided by state statutes.
  - b. The provision of services, the standard of performance, the discipline of the deputies and other matters incident to the performance of such services and the control of personnel so employed shall remain in and under the control of the Sheriff.
  - c. Such services shall include the enforcement of the Michigan State Statutes and the municipal ordinance of the TOWNSHIP.
2. It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the TOWNSHIP, its officers, agents and employees so as to facilitate the performance of this contract.
3. The COUNTY shall furnish and supply all necessary labor, supervision, equipment and communication facilities for dispatching, jail detention (including the cost of such detention) and such patrol and other police services as are specified in Paragraph 9 of this contract.
4. The TOWNSHIP shall not be liable for the direct payment of any salaries, wages or other compensation to any County personnel performing services pursuant to this contract.
5. The TOWNSHIP shall not be liable for the compensation or indemnification of the Sheriff or any of his employees for injuries or sickness arising out of their employment hereunder and the COUNTY hereby agrees to hold harmless the TOWNSHIP against such claims.
6. The COUNTY, its officers and employees, shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the TOWNSHIP or any officer, agent or employee thereof and said TOWNSHIP agrees to hold harmless, indemnify and defend the County, its officers and employees from any and all claims for damages arising therefrom.
7. The TOWNSHIP shall save harmless, indemnify and defend the COUNTY, its officers and employees from any and all claims for damages resulting from the enforcement of any

ordinance of the TOWNSHIP, excepting claims arising from alleged personal misconduct or negligence of a Sheriff's deputy or employee.

8. It is understood and agreed by the parties that no deputy or other employee of the Sheriff shall be deemed an employee of the TOWNSHIP except as otherwise stated herein.
9. This TOWNSHIP is solely responsible for any prosecution resulting from any law enforcement action taken pursuant to this agreement.
10. This contract may be renewed for successive period of one (1) year. Said renewal shall be accomplished in the following manner.
  - a. Not later than ninety (90) days prior to the expiration of the current contract, the COUNTY, through its County Sheriff, shall notify the TOWNSHIP of its intention to renew.
  - b. Not later than thirty (30) days prior to the expiration of the current contract, the TOWNSHIP shall notify the Sheriff of its intention to renew.
  - c. The renewal shall be officially approved by the parties' respective governing bodies prior to expiration of the current contract.
11. This contract may be terminated by either party with notice to the other party in writing with 60 days notice.
12. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the TOWNSHIP, by resolution duly adopted by its governing body, has caused this Agreement to be signed by its Supervisor and attested by its Clerk and the COUNTY, by resolution of the County Board of Commissioners, has caused this Agreement to be signed by the Oceana County Sheriff, the Chairperson of the County Board of Commissioners and attested by the Clerk of the Board, all on the day and year first above written.

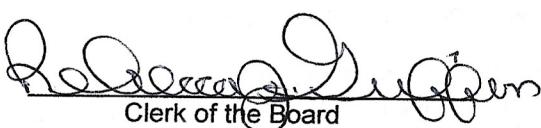
ATTEST:

  
\_\_\_\_\_  
Clerk

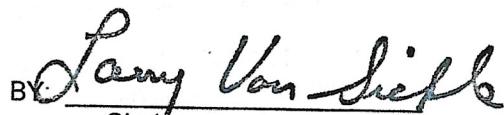
TOWNSHIP OF Colfax

BY: \_\_\_\_\_  
Supervisor

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

COUNTY OF OCEANA

  
\_\_\_\_\_  
Chairperson  
Board of Commissioners  
\_\_\_\_\_  
County Sheriff



Oceana County  
**BOARD OF COMMISSIONERS**  
County Building  
100 S. State Street, Suite M-4  
Hart, Michigan 49420



**RESOLUTION RE AGREEMENTS FOR LAW ENFORCEMENT SERVICES**

Moved by Ms. Kolbe and seconded by Mr. Walker to enter into individual Agreements by and between the County of Oceana, Oceana County Sheriff and the Townships of Benona, Claybanks, Colfax, Ferry, Leavitt, Newfield, Golden, Grant, Hart and Pentwater for the period January 1, 2013 - December 31, 2016 for the performance of law enforcement functions and the rendering of law enforcement functions by the Oceana County Sheriff's Department to the Townships pursuant to the terms of Act 246, P.A. of 1945, as amended and in the manner set forth by said Agreement.

Be it further resolved that the Chairperson of the Board and the Oceana County Sheriff shall be authorized to sign the Agreements and the Oceana County Clerk shall be authorized to attest to the same.

Roll call vote: Kolbe, yes; Walker, yes; Brown, yes; Dykema, yes; Byl, yes; Powers, yes; and, Van Sickie, absent. Motion carried.

**CERTIFICATION:**

The undersigned, being the Clerk of Oceana County, does hereby certify that on the 24th day of January, 2013 the Oceana County Board of Commissioners did adopt the above Resolution at its Regular Meeting.

A handwritten signature in black ink, appearing to read "Rebecca J. Griffin".

Rebecca J. Griffin, Clerk  
Oceana County  
Board of Commissioners