

**SEASONAL SERVICES CONTRACT
Washtenaw County Parks and Recreation**

THIS AGREEMENT is made this 20 February 2020, by and between the **COUNTY OF WASHTENAW**, a municipal corporation, with offices located in the County Administration Building, 220 N. Main Street, Ann Arbor, Michigan 48107, hereinafter identified as the "COUNTY"; and **Washtenaw County Parks & Recreation located at 2230 Platt Rd., Ann Arbor, MI 48107**, hereinafter identified as "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties desire to enter into a contract for the purposes of providing police services and to set forth the terms, conditions, and obligations of the parties.

NOW THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

1. In compensation for the Washtenaw County Sheriff's Office personnel to provide law enforcement services, CONTRACTOR shall pay the COUNTY at the rate of twenty-eight (\$28.00) dollars per hour, per Park Service Officer, fifty-seven (\$57.00) per hour, per Animal Control Officer, seventy two(\$72.00) dollars, per hour, per deputy, eighty eight(\$88.00) dollars, per hour, Sergeant, and ninety six(\$96.00) dollars per hour per Lieutenant as required by their respective contracts. It is anticipated that one officer will be needed for this operation. Additional deputies and/or supervisors, if needed, will be provided for and covered by this contract. A final invoice for the services specified herein will be completed by the county and the contractor agrees to submit payment within 30 days of receipt of invoice. Late fees may be applied on delinquent accounts.
2. The terms of this Agreement will consist of a mutually agreed schedule of deputy(ies) and/or command officer(s) beginning 1 January 2020 and ending on 31 December 2021. This contract may be extended by a letter of agreement signed by both parties.
3. Except as provided herein, neither CONTRACTOR nor the COUNTY shall be obligated to contribute any money toward the expense of said deputy(ies) or command officer(s) of the Sheriff's Office for services provided under this Agreement. Further, the SHERIFF warrants that at the rate of twenty-eight (\$28.00) dollars per hour, per Park Service Officer, fifty-seven (\$57.00) per hour, per Animal Control Officer, seventy-two(\$72.00) dollars, per hour, per deputy, eighty-eight(\$88.00) dollars, per hour, Sergeant, and ninety-six(\$96.00) dollars per hour per Lieutenant, as required by their respective contracts, will be adequate to cover the costs of furnishing the protection services specified in this Agreement.
4. The SHERIFF agrees to provide such services at the time and location set forth in the mutually agreed schedule described in Paragraph 2. herein, except that, the SHERIFF and/or his command officers shall have the right to temporarily withdraw said deputy(ies) from assignment in case of an emergency that requires additional police units in some other portion of the county, or to render aid to other police departments and agencies involved in law enforcement. CONTRACTOR shall not be responsible for compensating said personnel for the time they are withdrawn from the CONTRACTOR's detail.
5. All parties hereto agree that they will hold special conferences upon the request of either of the parties for the purposes of resolving any mutual problems that may arise in the enforcement of this Agreement. Any portion of this Agreement that may be unclear during the term of operations may be cleared by interpretation at said special conferences.
6. In the performance of this Agreement, all parties agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, except as a bona fide occupational qualification, because of race, sex, sexual preference, color, religion, national origin, ancestry, handicap, age, marital status, height, weight, or other criteria made illegal by State, Federal or local law. Breach of this covenant may be regarded as material breach of contract.

7. It is understood and agreed that the SHERIFF shall be obligated to provide the services described herein only to the extent that off-duty personnel volunteer to work the assignment. The SHERIFF shall not be obligated to either force deputies to work over-time to provide the coverage described herein or divert resources from normal on-duty assignments.
8. This contract may be terminated without cause by any of the parties hereto upon seven (7) calendar days written notice to all the other parties to this contract. CONTRACTOR agrees to give the SHERIFF at least twenty-four (24) hours notice before it may cancel this Agreement. If CONTRACTOR fails to give timely notice of cancellation, the parties agree that CONTRACTOR shall pay the SHERIFF the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) as liquidated damages for the untimely notice.
9. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, or Agreements between the parties either oral or written. This Agreement may only be amended by written instrument, signed by all of the parties hereto.
10. The parties understand and agree that the SHERIFF command officers and deputies shall not be, nor be deemed to be, employees or agents of CONTRACTOR for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written:

ATTESTED TO:

WASHTENAW COUNTY

Lawrence Kestenbaum 03/05/2020
 Lawrence Kestenbaum Date
 Washtenaw County Clerk/Register

APPROVED AS TO CONTENT:

WASHTENAW COUNTY SHERIFF'S OFFICE

Jerry L. Clayton 3/3/2020
 Jerry L. Clayton, Sheriff Date

APPROVED AS TO FORM BY:

Washtenaw County Parks & Recreation
 Contractor

Michelle K. Billard 03/04/2020
 Michelle K. Billard Date
 Washtenaw County Corporation Counsel
 OFFICE OF CORPORATION COUNSEL

Coy Vaughn 2-21-20
 Coy Vaughn, Director Date
 (734) 971-6337 extension 326