

## SPECIAL EVENT AGREEMENT

### MARQUETTE COUNTY SHERIFF'S OFFICE

236 West Baraga Avenue Marquette, MI 49855 (906) 225-8435

WHEREAS, it is recognized that from time to time Townships located within the County of Marquette desire to have Marquette County Sheriff Deputies present at certain township events to preserve and protect the health, safety, and welfare of the public and to enforce all local state and federal laws; and further that the Marquette County Sheriff Office desires to provide these services to townships as necessary.

WHEREAS, this agreement made this <u>20</u>th day of <u>May</u> 2024, between the Marquette County Sheriff's Office, County of Marquette and the Township of Powell as follows:

#### SECTION I TERM

The parties agree that the Sheriff will provide two (2) deputies in separate cars for the following date(s) and time(s):

• Thursday, July 13, 2024 from 7 p.m. to 12 a.m.. (5 total hours-includes travel)

Any hours incurred beyond this contracted schedule (ie a complaint generated from the event that requires the deputies to complete) will be billed for actual hours worked at the same contracted deputy hourly rate (\$61.03). The purpose is providing police services during the "31st Annual Fire on the Bay" event in Powell Township.

#### SECTION II COMPENSATION

The Township agrees to remit the anticipated sum of \$610.30 for these services to the Marquette County Sheriff's Office, Marquette, Michigan, upon execution of this Agreement. Unit cost is \$61.03 per hour per deputy for 10 (5 coverage hours x 2 deputies) total contracted deputy hours. Any hours incurred in addition to those outlined in Section 1 will be billed at the same unit cost of \$61.03 per hour per deputy.

#### SECTION III CONDITIONS OF EMPLOYMENT

Any and all Deputy Sheriffs providing services under this contract shall be under the supervision and employment of the Marquette County Sheriff's Office, and shall retain all of their rights and benefits of employment as Marquette County Deputy Sheriffs during the performance of said services.

## SECTION IV INDEMNIFICATION

It is further agreed that as to indemnification: To the fullest extent permitted by law, each of the parties agrees to indemnify, pay on behalf of, defend, and hold harmless the other party from and against any and all actions or causes of action, claims, demands, liabilities, lawsuit, or damages of whatever kind and nature, and from all losses, costs, and expenses arising out of any liability, or claim of liability, or injuries or damage to persons or property sustained or claimed to have been sustained by anyone whomsoever arising, on account of, or by reason of the acts of omissions of the indemnifying party, or any employee, agent, contrator, or invitee of the indemnifying party. This indemnification obligation shall be limited to the same extent an in the same proportion that the negligent act or omission of the indemnifying party bears to the total liability for such claims, losses or damages.

# SECTION V AMENDMENTS; TERMINATION

The provisions of this Agreement may be amended in writing upon the mutual consent of the parties hereto, and will automatically terminate on the date that the services have been fully provided.

	MARQUETTE COUNTY SHERIFF
Date: May 20, 2024	Angel & Bound
	Gregory S. Zyburt
	POWELL TOWNSHIP REPRESENTATIVE
Date:	Signature
	Printed Name