



# Isabella County Sheriff's Department

Sheriff Michael Main · Undersheriff Tom Burns

207 Court Street · Mt. Pleasant, MI 48858 · (989) 772-5911 · FAX (989) 779-2739

Date: Wednesday, May 03, 2017  
To: Margaret McAvoy  
From: Sheriff Michael Main  
Re: Isabella County Youth and Farm Fair, Supplemental Patrol Coverage

## **BACKGROUND**

Each year the Isabella County Youth and Farm Fair request supplemental enforcement hours for the week long fair. The agreement provided in this packet is the exact same language from the 2016 signed agreement.

## **FINANCIAL IMPACT**

No impact financially

## **OTHER CONSIDERATIONS**

No other considerations

## **RECOMMENDATION**

Request the board of commissioners to review, approve and have the chair sign the agreement for the 2017 event.

## **ATTACHMENTS**

- 1) Agreement between the Isabella County Sheriff, Isabella County and the Isabella County Youth and Farm Fair

*Isabella County Sheriff*

*Michael Main*

Requests Due	CJ Committee	Board Meeting	Requests Due	CJ Committee	Board Meeting	Requests Due	CJ Committee	Board Meeting
01/04/17	01/10/17	01/17/17	05/03/17	05/09/17	05/16/17	09/06/17	09/12/17	10/03/17
01/25/17	01/31/17	02/07/17	05/24/17	05/30/17	06/06/17	09/20/17	09/26/17	10/17/17
02/08/17	02/14/17	02/21/17	06/07/17	06/13/17	06/20/17	10/04/17	10/10/17	11/07/17
02/22/17	02/28/17	03/07/17	06/21/17	06/27/17	07/18/17	10/25/17	10/31/17	11/21/17
03/08/17	03/14/17	03/21/17	07/05/17	07/11/17	08/01/17	11/08/17	11/14/17	12/05/17
03/22/17	03/28/17	04/04/17	07/19/17	07/25/17	08/15/17	11/22/17	11/28/17	12/19/17
04/05/17	04/11/17	04/18/17	08/02/17	08/08/17	09/05/17	12/06/17	12/12/17	
04/19/17	04/25/17	05/02/17	08/23/17	08/29/17	09/19/17			



Agreement Between

**Isabella County Sheriff's Department  
&  
Isabella County Youth & Farm Fair**

**Supplemental Patrol Coverage**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the COUNTY OF ISABELLA, State of Michigan (hereinafter called the “County”), by and through the ISABELLA COUNTY SHERIFF’S DEPARTMENT (hereinafter called the “Department”), and the ISABELLA COUNTY YOUTH & FARM FAIR, a non-profit 501(c)(3)organization, located in the State of Michigan (hereinafter called “Isabella County Fair”).

## **Enabling Terms**

WHEREAS, the Isabella County Fair is desirous of employing the services of the Department for a supplemental dedicated patrol for a short term basis to help keep the peace during the annual county fair, and;

WHEREAS, the County, by and through the Department is capable of providing public safety services, including but not limited to police patrol, traffic enforcement, investigative operations, and duly authorized law enforcement personnel, capable of carrying and using firearms, with vested police power of arrest under state authority, that are identifiable by uniform and badge, and the equipment needed for such a short term agreement, and;

WHEREAS, The Department and Isabella County Fair recognize that the best interests of both, and the community, can be best served by the Department providing these additional services, and;

NOW THEREFORE BE IT RESOLVED, in order to best carry out the intent of the parties, and for other valuable consideration, it is agreed as follows;

## **Article I** **Duration**

- 1.01 The Department shall furnish Isabella County Fair with one (1) Deputy that will patrol the Isabella County Fairgrounds during the specified times. The employee shall be a fully authorized law enforcement professional, with arrest powers, and the legal authority to carry and use firearms during the course of his/her normal duties.

## Article II

### Frequency of Patrol

2.01 For the terms of this agreement, the frequency of patrol, as the means of providing dedicated coverage, shall consist of one (1) uniformed deputy for the following dates and times:

- a) Monday, July 24, 2017 from 10:00 pm to 2:00 am (4 hours)
- b) Tuesday, July 25, 2017 from 10:00 pm to 2:00 am (4 hours)
- c) Wednesday, July 26, 2017 from 10:00 pm to 2:00 am (4 hours)
- d) Thursday, July 27, 2017 from 10:00 pm to 2:00 am (4 hours)
- e) Friday, July 28, 2017 from 10:00 pm to 2:00 am (4 hours)
- f) Saturday, July 29, 2017 from 10:00 pm to 2:00 am (4 hours)

The Isabella County Fair agrees to compensate the County \$53.74 per hour for the deputy to patrol the Isabella County Fairgrounds.

Total compensation of this agreement shall be \$1,289.76 (24 hours @ \$53.74/ hour).

2.02 Both parties may agree in advance and in writing, through authorized representatives of each respective organization, to increase the coverage for any particular day based on the staffing ability of the Department. Sheriff Department personnel shall be assigned at the sole discretion of the Sheriff, and will, at all times, remain under the direct control and supervision of the Sheriff.

## Article III

### Equipment

3.01 Any and all equipment needed and used by the Department for means of carrying out this agreement shall be furnished, in whole, by the Department.

## Article IV

### Compensation

4.01 For the purpose of this agreement, Isabella County Fair hereby agrees to compensate the Department in the following manner:

- (a) Personnel & Wages: One (1) Deputy @ \$53.74 per hour.

## Article V

### Miscellaneous

- 5.01 Isabella County Fair agrees to indemnify and hold harmless the County and the Department from any claims involving gross negligence of an officer, employee, or agent of the Isabella County Fair.
- 5.02 The County and Department agree to indemnify and hold harmless the Isabella County Fair from any claims involving gross negligence of an officer, employee, or agent of the County and/or Department.
- 5.03 For the purpose of this agreement all notices shall be sent to the following:
- |  |   |
|--|---|
| Michael Main, Sheriff<br>Isabella County<br>207 Court Street<br>Mount Pleasant, MI 48858 | Stephen Recker, President<br>Isabella County Youth & Farm Fair<br>4645 N. County Line Rd.<br>Alma, MI 48801 |
|--|---|
- cc: Margaret McAvoy, Administrator  
Isabella County  
200 North Main Street  
Mount Pleasant, MI 48858
- 5.04 If any provision of this agreement or the application thereof to any person or circumstance shall to any extent become or be deemed invalid or unenforceable by a court of competent jurisdiction, that section shall be deemed to be a separate and distinct provision having no bearing on the remaining portions of the agreement thereof.
- 5.05 The rights and remedies set forth herein are not exclusive and are in addition to any of the other rights and remedies provided by law or equity.

**Article VI**  
**Certification**

- 6.01 The persons signing on behalf of the Isabella County Fair certify by said signatures that they are duly authorized to sign this agreement on behalf of the Isabella County Fair and that this agreement has been authorized by the Isabella County Fair.
- 6.02 The persons signing on behalf of the County and Department certify by said signatures that they are duly authorized to sign this agreement on behalf of the County and Department and that this agreement has been authorized by the Isabella County Sheriff's Department and Isabella County.
- 6.03 This agreement shall take effect and run based on the date listed above at the start of the agreement.


*Signing on behalf of the:*

**Isabella County Youth & Farm Fair**

**County of Isabella**

\_\_\_\_\_  
Stephen Recker, President

\_\_\_\_\_  
George Green, Chairman

  
\_\_\_\_\_  
Michael Main, Sheriff