

**AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF WATERFORD AND
THE _____ LAKE ASSOCIATION
FOR MARINE PATROL SERVICES**

This Marine Patrol Services Agreement (“Agreement”) is entered into between the Charter Township of Waterford, a Michigan municipal corporation, 5200 Civic Center Drive, Waterford, Michigan 48329 (“Township”) and _____, a Michigan nonprofit corporation whose registered office is _____insert address), Waterford 4832_ (“Association”). Township and Association may be referred to as “Party” or collectively as “Parties”.

The Township has entered into a contract with Oakland County (“County”) through the Oakland County Sheriff’s Office (“OCSO”) for Marine Patrol Services for the 20_-20_ period for the OCSO to enforce Marine Law on the lakes designated by the Township when requested by the respective homeowner associations. The Association has requested to have its Lake included in the lakes where the OCSO is providing Marine Patrol Services within the Township and to be covered by the terms of the OCSO Contract.

In consideration of these premises and the mutual promises and representations set forth in this Agreement, and for good and valuable consideration, the Township and the Association mutually agree:

1. Definitions.

- 1.1. “Administrative Fee” means a fee of three (3%) percent of the amount invoiced by the OCSO to the Township for the Lake.
- 1.2. “Annual Hourly Rate” means the rate established by the OCSO for each year for Marine Deputy with Boat as shown in the OCSO Contract.
- 1.3. “Claims” means any loss, complaint, demand for relief or damages, lawsuit, cause of action, judgment, penalty, costs or other liability of any kind imposed on or incurred against the Township or for which the Township may become legally obligated to pay or defend against, including attorney fees, mediation, facilitation, arbitration, witness fees, court costs, investigation or litigation expenses and amounts paid in settlement.
- 1.4. “Effective Date” means the date the Agreement is signed by both Parties.
- 1.5. “Expiration Date” means _____.
- 1.6. “Lake” shall mean _____ Lake.
- 1.7. “Marine Law” means Subchapter 5 (Watercraft and Marine Safety) of the Natural Resources and Environmental Protection Act (Public Act 451 of 1994), rules promulgated thereunder by the Michigan Department of Natural Resources, and local ordinances adopted in conformity with this Act.
- 1.8. “Marine Patrol Services” means the enforcement of Marine Law by the OCSO as described in the OCSO Contract.
- 1.9. “Number of Hours” means the number of hours the OCSO agrees to provide for the Lake for Marine Patrol Services for the year(s) as requested by the Lake as listed in Exhibit II.
- 1.10. “OCSO Contract” means the attached and incorporated as Exhibit I, Marine Patrol Services Agreement between the Township and the County and all amendments to the agreement.

2. **Term.** This Agreement shall begin on the Effective Date and shall end on the Expiration Date, unless terminated earlier as provided herein.

- 3. Termination.** Either Party may terminate this Agreement after providing thirty (30) days written notice to the other Party. This Agreement shall immediately terminate if the County terminates the OCSO Contract. The Township may terminate this Agreement if the Association fails to make payment to the Township as required herein. Upon termination, the Association shall remit to Township any amount owing for Marine Patrol Services not covered in the escrow balance. After termination, the Township shall refund the Association any funds in escrow after all invoices from the OCSO for the Lake have been paid.
- 4. Marine Patrol Services.** Subject to satisfying its obligations, the Association shall be entitled to receive up to the number of hours of Marine Patrol Services provided for in Exhibit II.
- 5. Association Obligations**
 - 5.1. The Association and its members shall comply with and be bound by all applicable provisions in the OCSO Contract. The Association understands that the OCSO has the exclusive authority to assign Deputies and that a Deputy may be absent from the Lake temporarily, at the Association's expense, in the event of an emergency need elsewhere, as determined by the OCSO. The Association may also be required to pay for Deputies for Court appearances and as otherwise provided for in the OCSO Agreement.
 - 5.2. Upon execution of the Agreement the Association shall provide the Township with an amount equal to the Number of Hours multiplied by the Annual Hourly Rate which shall be held in escrow by the Township and used to pay the County/OCSO invoices for Marine Patrol Services on the Lake. For each subsequent year, no later than fourteen days after the OCSO has begun providing Marine Patrol Services, the Association shall pay to the Township , the Number of Hours multiplied by the current Annual Hourly Rate.
 - 5.3. The Association understands that it may be required to pay for overtime, holiday pay and additional OSCO resources that may be needed from time to time. Upon notification of a shortfall in monies to cover invoices from the OCSO to the Township and an explanation of the additional costs, Association shall remit to Township the amount needed to cover the additional OCSO costs for Marine Patrol Services.
 - 5.4. In addition to the payment to cover OCSO Marine Patrol Services, the Association shall pay Township an Administrative Fee with the payment described in Section 5.2 and with any shortfall payments as provided in Section 5.3.
 - 5.5. The Association may not provide the Deputy(ies) assigned by the OCSO with any instructions or duties to control their performance of Marine Patrol Services. The Association understands that the Township has no authority to hire, train, supervise or provide instructions to the OCSO Deputies.
 - 5.6. The Association shall provide one primary point of contact for communicating with the Township concerning this Agreement.
- 6. Township Responsibilities**
 - 6.1. Township shall request the OCSO to provide Marine Patrol Services on the Lake when requested by the Association.
 - 6.2. Township shall notify the Association of the number of hours the OCSO has agreed to provide Marine Patrol Services on the Lake.
 - 6.3. Township shall act as a liaison for the Association with the OCSO in the payment for Marine Patrol Services.
 - 6.4. Township shall provide the Association with details for the number of hours and dates of Marine Patrol Services on its Lake as provided by the County to the Township.

- 6.5. Township shall remit to the County the amount owing on each invoice from the County. In the event of a shortfall in the escrow balance, the Township will remit payment to the County after receipt of the necessary additional funds from the Association, with the Association responsible to pay the Township any interest, penalty, or other charges incurred as a result of not making timely payment to the County.
- 6.6. In the event the Association does not remit to Township additional amounts owed to the County within fourteen (14) days of receiving notice from the Township of the shortfall, the Township may suspend or immediately terminate this Agreement and notify the OCSO to suspend or stop providing Marine Patrol Services on the Lake.
- 7. Indemnification.** The Association shall indemnify and hold harmless the Township, its elected and appointed officials, employees, and agents from all Claims, incurred or asserted against the Township arising out of this Agreement. The Association's maximum liability for Claims shall be limited to the lesser of the amount of the Claim(s) or \$25,000. The Township shall provide prompt notice to the Association of any Claim. The Association is not entitled to indemnification from the Township.
- 8. Amendments.** Any amendments to this Agreement must be in writing and signed by the signatories to this Agreement or their successors.
- 9. Waiver.** Waiver of any term by either Party shall not affect its rights to require strict performance of this Agreement.
- 10. Binding Agreement and Assignment.** This Agreement shall be binding on the members of the Association and on its successors or assignees. This Agreement may not be assigned by the Association without the written consent of the Township.
- 11. Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
- 12. Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties and supersedes all prior oral or written understandings, communications, or contracts between the Parties.

The Parties agree to these terms and conditions. The undersigned attest that they are authorized to bind their respective Parties.

_____ **Association:**

_____ **For Charter Township of Waterford:**

 Name: _____
 Title: _____
 Date: _____

 Gary Wall, Supervisor
 Date: _____

Exhibit I
Oakland County Sheriff's Office Marine Patrol Services Agreement with the Charter
Township of Waterford

To be inserted

Exhibit II Marine Patrol Services Agreement

The Association has requested and the OCSO has agreed to provide _____ hours of Marine Patrol Services per week during the period of May__20__through September 30, 20__.