

## AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Agreement ("Agreement") made this **21st day of August, 2018**, by and between Carver County, Carver County Sheriff's Office (hereinafter collectively known as the "Sheriff's Office"), and **Scream Town (Matt Dunn)** with the principal place of business located at 530 Wedgewood Lane N, Plymouth MN 55441 (collectively, the "Parties").

**WHEREAS**, the Carver County Sheriff's Office desires to perform off-duty services for **Scream Town (Matt Dunn)** at its place of business located 7410 Hwy 212 Chaska, Dahlgren Township, Carver County MN

**WHEREAS**, **Scream Town (Matt Dunn)** is desirous of hiring Carver County Sheriff's Office to perform off-duty services for the business.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Scream Town (Matt Dunn)** agrees to hire Carver County Sheriff's Office as and for the sole purpose of providing requested services as listed below and enforcing all Local, State, and Federal laws;

2. **Scream Town (Matt Dunn)** agrees to pay Carver County for services actually rendered at the rate of \$80.00 per hour, per officer or \$102.00 per hour, per officer on a Carver County observed holiday. Either rate requires a two-hour minimum per officer. Payment is to be made within thirty (30) days after receipt of invoice from Carver County.

3. Carver County shall provide the requested services pursuant to the Carver County policies. Carver County Sheriff's Office will make every effort to fulfill the agreement for the off-duty services. In the event Carver County Sheriff's Office is unable to fulfill the agreement we will make every effort to notify the contractee in a timely manner.

4. The Carver County Sheriff's Office duties shall include: **Provide up to 2 uniformed officer(s), with/without a marked patrol vehicle for grounds patrol, general security, traffic control, crowd control, and enforcing all local, State, and Federal Laws at requested event. The hours are 7 to 11pm on September 28,29, Oct. 5,6,12,13,18,19,20,26,and 27, 2018. The hours are 7 to 10pm on September 30, Oct, 7,14, 17, 21, 28, and Nov, 2 and 3, 2018.**

5. **Scream Town (Matt Dunn)** agrees to hold Carver County, Carver County Sheriff's Office, and their officers and employees harmless from and against any and all claims, damages, expenses and costs arising out of its performance under this Agreement, so long as such claims, damages, expenses or costs are not the result of actual or alleged negligent, willful, reckless or wrongful act or omission. It is understood and agreed that Carver County and the Carver County Sheriff's Office's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law

6. In the event that **Scream Town (Matt Dunn)** cancels a request for contractual

police services with less than six (6) hours notice to the Sheriff's Office, assigned officers will be paid a three (3) hour minimum by the county, which will be billed to the requesting entity. If a cancellation is necessary, please call 952-361-1231 Sheriff's Office Dispatch, and ask to have the On-Duty Supervisor call you. Advise the On-duty Supervisor of the cancellation. The Sheriff's Office will use all reasonable means to notify officers promptly of canceled events.

7. This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.


8. Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

9. During the performance of this Agreement, the Parties agree to the following: no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

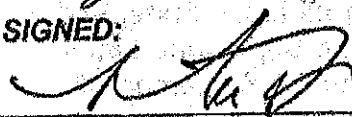
IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized signatories as of this 22 day of August, 2018.

SIGNED:

  
Sgt. Lance Pearce #812

Date: 8-22-18

SIGNED:

  
Contractee Representative Signature  
MATT DUNN  
Printed name of contractee

Date: 8/22/2018

Address:

Phone:

## Off Duty Contract Deputies / Officers Schedule: Scream Town 2018

Date	Shift	Hours	Car	From	Officer / Badge #	Notes
September 28, 2018	1900-2300	4	Marked	CC	Stratton	Traffic/Security
September 28, 2018	1900-2300	4	Marked	CC	Schwarzhoff	Traffic/Security
September 29, 2018	1900-2300	4	Marked	CC	Gerber	Traffic/Security
September 29, 2018	1900-2300	4	Marked	CC	Baker	Traffic/Security
September 30, 2018	1900-2200	3	Marked	CC	Gerber	Traffic/Security
September 30, 2018	1900-2200	3	Marked	CC		Traffic/Security
October 5, 2018	1900-2300	4	Marked	CC	Schwarzhoff	Traffic/Security
October 5, 2018	1900-2300	4	Marked	CC	Stratton	Traffic/Security

October 6, 2018	1900-2300	4	Marked	CC	Gerber	Traffic/Security
October 6, 2018	1900-2300	4	Marked	CC		Traffic/Security
October 7, 2018	1900-2200	3	Marked	CC	Nucci	Traffic/Security
October 7, 2018	1900-2200	3	Marked	CC	Meier	Traffic/Security
October 12, 2018	1900-2300	4	Marked	CC	Meier	Traffic/Security
October 12, 2018	1900-2300	4	Marked	CC		Traffic/Security
October 13, 2018	1900-2300	4	Marked	CC	Baker	Traffic/Security
October 13, 2018	1900-2300	4	Marked	CC		Traffic/Security
October 14, 2018	1900-2200	3	Marked	CC	Branwell	Traffic/Security
October 14, 2018	1900-2200	3	Marked	CC		Traffic/Security

October 17, 2018	1900-2200	3	Marked	CC	Bramwell	Traffic/Security
October 17, 2018	1900-2200	3	Marked	CC		Traffic/Security
October 18, 2018	1900-2300	4	Marked	CC	Bramwell	Traffic/Security
October 18, 2018	1900-2300	4	Marked	CC	Meier	Traffic/Security
October 19, 2018	1900-2300	4	Marked	CC	Baker	Traffic/Security
October 19, 2018	1900-2300	4	Marked	CC	Meier	Traffic/Security
October 20, 2018	1900-2300	4	Marked	CC		Traffic/Security
October 20, 2018	1900-2300	4	Marked	CC		Traffic/Security
October 21, 2018	1900-2200	3	Marked	CC	Bramwell	Traffic/Security
October 21, 2018	1900-2200	3	Marked	CC		Traffic/Security
October 26, 2018	1900-2300	4	Marked	CC	Meier	Traffic/Security

2018							
October 26, 2018	1900-2300	4	Marked	CC	Gerber	Traffic/Security	
October 27, 2018	1900-2300	4	Marked	CC	Trick	Traffic/Security	
October 27, 2018	1900-2300	4	Marked	CC	Gerber	Traffic/Security	
October 28, 2018	1900-2200	3	Marked	CC		Traffic/Security	
October 28, 2018	1900-2200	3	Marked	CC	Gerber	Traffic/Security	
November 2, 2018	1900-2200	3	Marked	CC	Horvath	Traffic/Security	
November 2, 2018	1900-2200	3	Marked	CC	Meier	Traffic/Security	
November 3, 2018	1900-2200	3	Marked	CC	Baker	Traffic/Security	
November 3, 2018	1900-2200	3	Marked	CC		Traffic/Security	

Contract sent