

Ridgewood Police Department

Contractual Agreement for Police Services

The following are the terms of an agreement entered into by the ***Receiver*** (requesting agency) and the ***Provider*** (Village of Ridgewood) pursuant to the ***Receiver's*** request for police services.

- A. The ***Receiver*** agrees to pay fees as outlined in Ordinance #3538 and/or subsequent ordinances;

All such fees are to be **paid in full** to the ***Provider*** prior to the delivery of services.

- B. The ***Receiver*** agrees to provide a safe worksite for ***Provider's*** employees. The worksite shall be free of any unduly hazardous or potentially hazardous conditions. Any specialized equipment required, such as traffic cones, lighted traffic directional signals or traffic control devices, barricades, lighting for the illumination of worksites, or any other required safety equipment will be provided by the ***Receiver*** at the ***Receiver's*** expense. The ***Provider*** may, in emergency or exigent circumstances, provide equipment to insure the safety of the ***Receiver, Provider,*** and the public in general. Such equipment may include, but may not be limited to police/emergency vehicles, specialized communications equipment, and equipment utilized by specialized police/emergency services units. In such instances, the ***Receiver*** may be assessed a fee for the use of such equipment.
- C. The ***Receiver*** must, prior to the approval of any request for police services, confer with the Chief of Police or the Chief's designee (Chief) for the purpose of organizing, planning, and scheduling the delivery of the services. The ***Receiver*** will be advised as to what measures the ***Receiver*** must take to insure that all public safety and traffic requirements are met. The Chief will be the determining factor as to exactly what public and traffic safety precautions must be taken and what type of public and traffic safety equipment must be provided by the ***Receiver.***
- D. The Chief is to be notified immediately should the ***Receiver*** fail to meet safety standards and/or fail to provide safety equipment as directed. In such an instance, the Chief shall be empowered to cause and enforce the immediate suspension of work by the ***Receiver*** at the affected site. The suspension shall remain in effect until such time as the ***Receiver*** meets required safety standards and/or provides required safety equipment.
- E. The parties agree that the ***Provider*** employees providing services shall function under the control and supervision of the Chief as the Administrator of the Department. ***Provider*** and employees will maintain all employment rights and will be subject to the policies, operating procedures, and rules and regulations of the department.
- F. The ***Receiver*** also recognizes that the ***Provider's*** employees are sworn police officers charged with protecting the lives and property of the citizens of this Village and the

State of New Jersey, and with enforcing the laws and ordinances of same. The **Receiver** acknowledges that said officers may, in certain emergency circumstances, be required to take action pursuant to this obligation. However, such action will only be taken if it can be done without unduly endangering the **Receiver**, the **Receiver's** employees, patrons, or property.

G. In the event of a lawsuit brought against the **Provider** arising from the performance of the requested services and caused by the negligence of the **Receiver**, the **Receiver** shall hold harmless, indemnify, and defend the **Provider**. It is not intended, nor shall this agreement be interpreted, to provide such indemnity to the **Provider** for any negligent or willful act committed by the **Provider** or **Provider's** employees while delivering requested services to the **Receiver**. Nor is it intended, or shall this agreement be interpreted, to provide indemnity to the **Provider** or **Provider's** employees who, while delivering a requested service to the **Receiver**, when they perform a law enforcement function unrelated to the requested services and in so doing commit a negligent or willful act which results in the filing of a lawsuit against the **Provider** or **Provider's** employees. In the event a Police Officer is required to attend court proceedings arising out of the assignment, the **Receiver** shall reimburse the Village for such attendance at the same rate listed in the Ordinance #3217 or subsequent ordinance.

H. The **Receiver** shall herein provide a precise description of the nature and extent of service requested. Additional instructions may be given to the **Provider's** employee while on site. These instructions however, must be in keeping with the original description of services requested.

Description of services requested: _____

I. All requests for police services shall be made within a minimum of seven (7) days prior to the date of requested service. The request must be made in writing to the Chief. The Chief reserves the right to waive the seven (7) day notification period.

J. All requests for providing services are subject to the availability of personnel, as determined by the Chief. The **Receiver** also acknowledges that the needs of the community and the department take precedence over all extra duty assignments. Officers assigned extra duty assignments may, on short notice, be reassigned to fulfill department staffing requirements in circumstances wherein such reassignments are necessary to accomplish the primary mission of the department.

K. Dates and times of service requested and number of officers:

Date	Time	# of Officers	# of Vehicles	Location

Receiver's representative's name and contact information to whom **Provider's** employees will report prior to commencing and upon termination of delivery of requested service:

- L.** In accordance with State law, the Village shall not use public money to pay the wages of any officer working in an extra duty capacity. Prior to the commencement of services, the **Receiver** must deposit a sum of money with the Chief of Police or the Chief's designee to be placed by the Finance Department in a non interest bearing escrow account established specifically for the payment of such services. The total amount deposited must be sufficient to cover a reasonable estimate of the cost of the services requested. The cost of such services, as detailed by ordinance, shall include the hourly wage paid to the officers, any vehicle or special service fees, plus administrative fees due to the Village. The Village may also require the deposit of a reasonable amount to offset unforeseen overages. Payment to the officers, for the vehicles and/or special services and administrative fees due to the Village will be deducted from the **Receiver's** Village of Ridgewood escrow account. The Village may waive the administrative fee for Village sponsored or non-profit events upon the approval of the Village Manager. Any monies left at the conclusion of the services will be returned to the **Receiver** within 60 days upon receipt of a signed Voucher. No interest will be paid to entities depositing and/or leaving funds on deposit with the Village. **Receivers** utilizing extra duty services on a regular basis may leave reserve funds in the account for anticipated future services. Any shortage of funds must be deposited with the Village during the week that the extra duty services are delivered in order that the officers can be compensated in the proper pay period. Failure to deposit additional funds necessary to cover services rendered will result in immediate termination of extra duty services. In addition, interest shall accrue on any unpaid amounts under \$1500 at the rate of 8% per annum and on any unpaid amounts \$1500 and above at the rate of 18% per annum. In the event the Village deems it necessary to take legal action to recover any amounts due, the **Receiver** shall be responsible for the Village's cost of collection, including reasonable attorney fees and the costs of hiring expert witnesses.
- M.** Cancellation of or changes to a requested service must be made a minimum of two (2) hours prior to commencement of the delivery of service. Failure to provide such notice will require that each assigned **Provider** employee be compensated with four (4) hours pay. In addition, any change which causes assigned **Provider** employees to work less than four (4) hours will require that said employees be paid for a minimum of four (4) hours.

N. If the *Provider's* employees must be pulled from the job due to a public safety emergency, the hours of said employee shall be adjusted accordingly.

Receiver representative making request:

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____ **Fax:** _____

Email: _____

Signature Sheet

Name of Receiver: _____

Name of Provider: Village of Ridgewood Police Department

The above parties, having reviewed the terms and conditions of this contract and agree to abide by same as indicated by the signatures affixed hereto.

SIGNATURE OF PROVIDER:

SIGNATURE OF RECEIVER:

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____