## AGREEMENT BOROUGH OF BUTLER WITH OFFICES LOCATED AT ONE ACE ROAD, BUTLER NEW JERSEY 07405

## AND

Company Name

Address

Address

Telephone Number

WHEREAS, the contractor herein named desires to hire and retain police officers during their off duty hours, which officers are regularly employed by the Borough of Butler; and

WHEREAS, the Borough of Butler agrees to permit the utilization of these police officers during their off duty hours.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that:

- 1. The Contractor shall pay to the Borough of Butler the sum of \$100.00 per hour for police officers and/or \$30.00 per hour for special police officers assigned to the Contractor by the Borough of Butler for services, such as crowd control, etc., but only for such services as approved by the Chief of Police. The contractor shall pay a three-hour minimum (for each day) for each officer assigned to their project. Six hour prior notice is required for cancellation of assignment or three hour minimum fee will be charged.
- 2. The Contractor shall hold the municipality harmless from any and all claims that may arise as the result of activities or actions of the police officers hired by the Contractor, which arises during the course of employment. The Contractor shall provide the Borough of Butler, prior to the utilization of the Borough of Butler's police officer, with a Certificate of Insurance from an Insurance Company acceptable to the Borough of Butler evidencing Workers' Compensation coverage, and disclosing not less than a minimum of \$1 million in both Personal Liability and Comprehensive General Liability (including personal injury with exclusion of A & C deleted), but not less than the Contract covers, and \$300,000 in property damages, as well as a "Hold Harmless" agreement inuring to the benefit of the Borough of Butler and shall maintain said coverage at all times that a police officer of the Borough of Butler is utilized by the Contractor.

- 3. Each such party entering said agreement shall post a security deposit representing one month's estimated fees for the service contracted. The Municipal Clerk shall be responsible to calculate the monthly estimated fee required for the security deposit.
- 4. If this contract requires work to be done in the roadways, a traffic plan must be submitted to and approved by the Police Department before it will be signed by Borough Officials and before work can commence.

Signature of Chief of Police or his designee

5. Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by the corporate officers of the municipality and the contractor.

Borough of Butler

Contractor

James P. Lampmann Administrator

Mary A. O'Keefe Borough Clerk