

NEW HANOVER TOWNSHIP

ORDINANCE NO. 2018-08

AN ORDINANCE OF THE TOWNSHIP OF NEW HANOVER AMENDING ORDINANCE 2011-5 ENTITLED "REQUEST AND AGREEMENT FOR POLICE SERVICES AS ADOPTED BY NEW HANOVER TOWNSHIP"

WHEREAS, the Township Committee of the Township of New Hanover adopted Ordinance 2011-05 which set for a rate schedule between a private contractor (hereinafter "contractor") and the Township for certain police services; and

WHEREAS, the Township Committee of the Township of New Hanover has determined that it is in the best interest of the Township to adjust those rates based upon the passage of time in order to be more in line with the current rates for such services;

NOW, THEREFOR, BE IT ORDAINED, by the Township Committee of the Township of New Hanover, County of Burlington, State of New Jersey as follows:

A. SECTION I. The *Contractor* agrees to pay fees as outlined herein;

Traffic/Crowd Control with use of a Police Vehicle shall be as follows:

Monday through Friday fee schedule

\$ 65.00 per hour per officer *

\$ 20.00 per hour per officer administrative fee

Police Vehicle:

\$100.00 for the first four (4) hours or any part of, then \$50.00 for each consecutive four (4) hour period or any part of.

Saturday, Sunday, Holiday's or Emergency fee schedule

\$ 97.50 per hour per officer *

\$ 20.00 per hour per officer administrative fee

Police Vehicle:

\$ 100.00 for the first four (4) hours or any part of, then

\$ 50.00 for each consecutive four(4) hour period or any part of.

Building, Retail, Other Security, and School Events (Without Use of Vehicle);

\$ 60.00 per hour per officer*

\$ 20.00 per hour per officer administrative fee

If a job exceeds eight (8) hours in a day, the police officer(s) shall receive time and one half (\$97.50) for time worked after eight (8) hours.

*The above officer rates shall not apply for any federal or state funded projects in which the Contractor is required to pay a higher or prevailing wage rate than is listed here. At no time, shall the officer's rate be lower than above listed amount.

All contractors are required to advise the Township in advance, if the request for police services is part of a federal or state funded project. Failure to do so will void this request and cause notification to be made to the proper federal or state agency.

All such fees are to be paid in full to the **Township Clerk or designee** prior to the delivery of services. The amount will be for the estimated total cost for police services plus applicable administrative fees. These fees will be placed in the appropriate escrow account. The Township shall then pay said fees to the Employee, less the appropriate deductions, including but not limited to Federal Income Tax, State Income Tax, FICA, social security and disability. The **Township** shall retain the administrative fee for administrative costs.

If the amount of fees expended is less than the amount placed in the escrow account, the Township shall refund the portion not expended as soon as allowed by law. If the amount placed in escrow is completely expended or it is anticipated to be completely expended and more police services are required, then the contractor must replenish the escrow account with fees equal to what is required of continuing police services. If the contractor fails to replenish the escrow account, the Township may refuse additional police services until such time as the account is replenished.

B. The **Contractor** agrees to provide a safe worksite for **Township's** employees. The worksite shall be free of any unduly hazardous or potentially hazardous condition.

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 **Contractor** at his expense. The **Township** may, in emergency or exigent circumstances, provide equipment to insure the safety of the **Contractor, Township,** and the public in general. Such equipment may include, but not limited to police/emergency vehicles, specialized communications equipment, and equipment utilized by specialized police/emergency services units. In such instances, the **Contractor** may be assessed a fee for the use of such equipment.

C. The **Contractor** must, prior to the approval of any request for police services, confer with the CLEO for the purpose of organizing, planning, and scheduling the delivery of the services. The **Contractor** will be advised at this time as to what measures he must take to insure that all safety requirements are met. The CLEO or his designee will be the determining factor as to exactly what safety precautions must be taken and what type of safety equipment is to be provided by the **Contractor.**

- D. The CLEO or his designee is to be notified immediately, should the **Contractor** fail to meet safety standards and/or fail to provide safety equipment as directed. In such an instance, the CLEO or his designee shall be empowered to cause and enforce the immediate suspension of work by the **Contractor** at the affected site. The suspension shall remain in effect until such time as the **Contractor** meets required safety standards and/or provides required safety equipment.
- E. The parties agree that the **Township** employees providing services shall remain under the control and supervision of the CLEO in his capacity as the Administrator of the Department. **Township** employees will maintain all employment rights and will be subject to the policies, operating procedures, and rules and regulations of the department. The parties hereto recognize that, even though it is the policy of this Township to permit off-duty police officers to perform security-related activities for the contractor, especially with regard to traffic control, because of the benefit to be delivered by all persons living in or proceeding through this township, the permission granted by the governing body through this agreement does not extend to any activities not reasonably related to the activities described herein, and at no time shall the Employee be deemed an agent of the township while performing these activities.
- F. The **Contractor** also recognizes that **Township** employees are sworn police officers charged with protecting the lives and property of the citizens of New Hanover Township and the State of New Jersey, and with enforcing the laws and ordinances of same. The **Contractor** acknowledges that said officers may, in certain emergent 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 **Contractor**, his employees, patrons, or property.
- G. In the event of a lawsuit brought against the **Township**, arising from the performance of the requested services, and caused by the negligence of the **Contractor**, the **Contractor** shall hold harmless, indemnify, and defend the **Township**. It is not intended, nor shall this agreement be interpreted, to provide such indemnity to the **Township** for any negligent or willful act committed by the **Township** or **Township** employees while delivering requested services to the **Contractor**. Nor is it intended, or shall this agreement be interpreted, to provide indemnity to the **Township** or **Township** employees who, while delivering a requested service to the **Contractor**, 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 **Township** or **Township** employees.
- H. The **Contractor** shall herein provide a precise description of the nature and extent of service requested. Additional instructions may be given to the **Township** employee while on site. These instructions however, must be in keeping with the original description of services requested.

Description of services requested:

Number of **Township** employees required to provide requested service:

Contractor representative to whom **Township** employees will report prior to commencing and upon termination of delivery of requested service:

Any request for police services should be made a minimum of fifteen (15) days prior to the date of requested service. Request must be made in writing to the CLEO. Emergency contracts and Contracts signed less than twenty four (24) hours in advance of assignment shall pay each Officers hourly rate at \$97.50 per hour Monday through Sunday and Holiday.

- I. Any request for police services should be made a minimum of fifteen (15) days prior to the date of requested service. Request must be made in writing to the CLEO. The CLEO reserves the right to waive the fifteen (15) day notification period for the good of public safety and welfare.

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

K. Dates and times service is requested;

Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

L. Cancellations or changes to requested service must be made a minimum of twenty-four (24) hours prior to commencement of the delivery of police services. Failure to provide such notice will require that each assigned **Township** employee be compensated with three (3) hours pay plus administrative fees. In addition, any circumstances which causes the assigned **Township** employees to work less than three (3) hours will require that said employees be paid a minimum of three (3) hours plus administrative fees.

M. If one or both coverage is available, the **Contractor** shall provide adequate workman's compensation insurance, and/or personal liability insurance coverage for the Employee at the **Contractor's** expense, and shall provide proof of same at the time this contract is executed.

Contractor representative making request;

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____

By signing below, I certify that I have reviewed the above terms and conditions of this Request/Agreement and I agree to be bound by same.

Contractor: _____

(Signature of Authorized Representative/Agent)

SECTION II. All ordinances or parts of ordinances inconsistent herewith are repealed.

SECTION III. This ordinance shall take effect after second reading and publication as required by law.

DATED:

TOWNSHIP OF NEW HANOVER

ATTEST:

DENNIS ROOHR, MAYOR

Adel Gianaris,
Deputy Township Clerk

Township of New Hanover
Ordinance No. 2018-08

Record of Vote (First Reading – September 11, 2018)

	Moved	Second	Yes	No	Abstained	Absent
Koshak			X			
Murphy		X	X			
Peterla						X
Rigney	X		X			
Roohr			X			

Township of New Hanover
Ordinance No. 2018-08

Record of Vote (Second Reading – October 9, 2018)

	Moved	Second	Yes	No	Abstained	Absent
Koshak						
Murphy						
Peterla						
Rigney						
Roohr						

**TOWNSHIP OF NEW HANOVER
NOTICE OF PENDING ORDINANCE**

Ordinance No. 2018-08

AN ORDINANCE OF THE TOWNSHIP OF NEW HANOVER AMENDING ORDINANCE
2011-5 ENTITLED "REQUEST AND AGREEMENT FOR POLICE SERVICES AS
ADOPTED BY NEW HANOVER TOWNSHIP"

Take Notice that the Ordinance identified above, which amends the rate schedule for a private contractor seeking to engage in the services of the police department, has been adopted on first reading by the Township Committee of the Township of New Hanover, County of Burlington, State of New Jersey, held on September 11, 2018. It will be considered for final passage after public hearing to be held on October 9, at 7:00 P.M. in the Town Hall located at 2 Hockamick Road, Cookstown, New Jersey.

The Ordinance will take effect immediately upon adoption and publication as required by law.

Copies of the full ordinance are on file with the Township Clerk of the Township of New Hanover in the Town Hall. Copies may be obtained free of charge on request and a copy is posted on the municipal bulletin board in the Town Hall at 2 Hockamick Road, Cookstown, New Jersey.

Adel Gianaris,
Deputy Township Clerk