

SPECIAL DUTY POLICE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____,

BY AND BETWEEN:

THE TOWNSHIP OF FRAZER (hereinafter referred to as the "Township"), a Second Class Township and political subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, with its principal office located at 592 Pittsburgh Mills Circle, Frazer Township, PA 15084, by and through the Board of Supervisors of the Township;

AND

_____, a _____,
INSERT NAME OF ENTITY OR BUSINESS OR REQUESTING SERVICES *INSERT FORM OF*
_____, with its principal office located at _____
CORPORATION OR ORGANIZATION *INSERT*
_____, its agents, heirs, executors, administrators, successors and assigns
ADDRESS

(hereinafter referred to as the "Service Providee");

RECITALS:

WHEREAS, the Township has an existing police department that is sufficiently staffed and equipped to properly provide regular police services in the Township; and

WHEREAS, the Service Providee desires to obtain special duty police services from the Township that exceed the regular police services provided by the Township in accordance with the statement attached hereto and incorporated herein as Exhibit "A" (the "Special Duty Police Services"); and

WHEREAS, the Township is willing to provide the Special Duty Police Services to the Service Providee subject to certain terms and conditions referenced in this Agreement; and

WHEREAS, the Township and the Service Providee desire to enter into this Agreement in order to specify the terms and conditions of the Special Duty Police Services provided by the Township; and

WHEREAS, the parties have discussed and understand the terms of this Agreement and have taken all necessary actions to enter into the same.

NOW, THEREFORE, in consideration of the foregoing recitals and preambles, incorporated herein by reference, and intending to be legally bound hereby, the parties agree as follows:

1. **Special Duty Police Services.** The Township shall provide the Special Duty Police Services referenced in the statement attached hereto and incorporated herein as Exhibit "A". The selection of the Township police officers providing the Special Duty Police Services, and whether those

officers are full-time police officer or part-time police officers of the Township, shall be at the sole discretion of the Township Board of Supervisors.

2. **Rate and Invoices.** The Service Providee agrees to pay the Township the hourly rates, costs and expenses set forth in the statement attached hereto and incorporated herein as Exhibit "A". The Service Providee shall remit payment to the Township Secretary for the Special Duty Police Services no less than four (4) calendar days prior to the scheduled service time. Such payment shall be made to the Township Secretary at the Township Municipal Office located at 592 Pittsburgh Mills Circle, Frazer Township, PA 15084, via United States currency or check made payable to "Frazer Township".

For Special Duty Police Services rendered to the Service Providee on a continuing regular basis, the Township Secretary may, at his/her sole discretion, waive the pre-payment requirement referenced above provided that the Service Providee guarantees payment for the Special Duty Police Services in a manner acceptable to the Township Secretary. Where the Township Secretary waives such pre-payment requirement, the Township shall invoice the Service Providee within a reasonable time after the Special Duty Police Services are provided under this Agreement, and the Service Providee shall remit payment in full within thirty (30) calendar days after the date of such invoice. The Township Secretary may revoke any such pre-payment waiver for any reason, including but not limited to the Service Providee's failure to timely remit payment to the Township for any such invoiced Special Duty Police Services and/or Service Providee's failure to timely remit payment for any Township-related taxes, fees and/or other charges owed by the Service Providee and/or related to the property upon which the Special Duty Police Services are provided.

3. **Cancellation of Service.** The Service Providee may cancel the Special Duty Police Services no less than 24 hours prior to the beginning of the scheduled service time by calling the Township Police Chief. If a scheduled service is not cancelled within the allotted time, then the Service Providee will be responsible for paying the Township the minimum hour charge for each officer referenced on the statement attached hereto and incorporated herein as Exhibit "A".

4. **Insurance.** The Township agrees to furnish insurance coverage on their police officers for all time that the said officers are on the Service Providee premises. Such insurance coverage shall be in the same form and amount as that maintained by the Township for police operations in the Township.

5. **Inability to Provide Services.** The Township shall only be required to provide those Special Duty Police Services referenced in the statement attached hereto and incorporated herein as Exhibit "A". In the event that unusual requirements in the Township or elsewhere interfere with the Township's delivery of the Special Duty Police Services, the Township shall, during such period of time, not be required to offer or provide the Special Duty Police Services to the Service Providee. Under such circumstances, the Service Providee shall not be required to pay for such services not provided by the Township, and the Township shall refund to the Service Providee any pre-payment made by the Service Providee for such services under Paragraph 2 above.

6. **Salary Responsibility.** The Service Providee shall not be required to assume any liability for the direct payment of any salaries, wages or other compensation to any Township personnel performing Special Duty Police Services for Service Providee. During the period that Special Duty Police Services are provided, the Township personnel providing such services shall be acting as an agent, servant, and employee of the Township and not of the Service Providee.

7. **Supervision and Control of Officers.** The parties agree that the police officers of the Township are employed by the Township and are under the exclusive supervision and control of the Township.

8. **Indemnification and Release.** The Service Providee does for itself and its successors and assigns hereby release, discharge, indemnify, defend and hold the Township, the Township Police Department, and the Township officers, agents, servants, employees, elected and appointed officials, successors, and assigns harmless from any and all claims, damages, demands, suits, actions or liability of any nature whatsoever, including reasonable attorney's fees and, including but not limited to, damages to persons or property directly or indirectly arising from or related to the Special Duty Police Services, this Agreement and/or the Township's or Service Provider's performance or non-performance under this Agreement.

9. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.

10. **Binding Effect; Assignment.** This Agreement and all terms and conditions hereof shall be binding upon and inure to the benefit of all parties, their heirs, administrators, executors, successors and assigns. Provided, however, the Service Providee shall not assign this Agreement without the prior written consent of the Township.

11. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties and cannot be amended unless agreed to in writing executed by all parties.

12. **Termination.** The Township may terminate the Agreement at any time upon written or verbal notification to the Service Providee or its employees, servants, officers or agents.

13. **Construction.** For purposes of this Agreement, any words used in the masculine shall include the feminine and neuter, and any words used in the singular shall include the plural, and vice versa.

14. **Severability.** If any term of this Agreement is found to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

15. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart when executed shall be deemed to be an original, and such counterparts collectively shall constitute one and the same instrument.

THIS AGREEMENT is made by virtue of Township Resolution No. 2011-5.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Township has caused this Agreement to be duly executed by the appropriate officials and its seal affixed hereto, and Principal has caused this Agreement to be duly executed by its authorized officials and its seal affixed hereto on the day and year written above.

ATTEST:

TOWNSHIP OF FRAZER

Township Secretary

By: _____
Chairperson, Board of Supervisors

(Seal)

ATTEST:

INSERT NAME OF SERVICE PROVIDEE

Name: _____

Title: _____

(Seal)

By: _____

Name: _____

Title: _____

EXHIBIT "A"

STATEMENT OF SPECIAL DUTY POLICE SERVICES

TOWNSHIP OF FRAZER

APPLICATION FOR SPECIAL DUTY POLICE SERVICES

Applicant Name: _____

Applicant Address: _____

Type of Organization: _____

Applicant Representative/Contact: _____

Description of services to be provided: _____

Location where services are to be provided: _____

Date and hours services requested: _____

Estimated number of attendees: _____

Number of policed officers requested: _____

Number of police vehicles requested: _____

Applicant hereby agrees to pay Frazer Township \$60.00 per hour for each officer providing services pursuant to the above stated request. A minimum of four (4) hours is charged for each police officer position.

The use of a police vehicle in the performance of these duties, if needed, incurs an extra cost of \$10.00 per hour for each vehicle.

The Application and payment for services shall be remitted directly to the Township Secretary at the Township Municipal Office address listed below. All Applications for Special Duty Police Services shall be submitted 30 days prior to the requested service time.

By executing this application, the Applicant and/or his/or her authorized representative hereby certifies that the statements made herein are true and correct to the best of his/her knowledge, information and belief, and certifies that he/she is authorized to execute this application on behalf of the Applicant.

Applicant/Representative Signature: _____

Printed Name: _____

Position/Title: _____

Date: _____