

**AGREEMENT FOR (ENHANCED) POLICE SERVICES
BETWEEN THE MILLVILLE HOUSING AUTHORITY AND
THE CITY OF MILLVILLE**

This AGREEMENT, made on _____, 2016 BY AND BETWEEN the City of Millville , a Municipal Corporation in the County of Cumberland and the State of New Jersey, with mailing address of 12 South High Street, PO Box 609, Millville, New Jersey 08332, (hereinafter the "Municipality") and the Millville Housing Authority, a public agency of the State of New Jersey, County of Cumberland, State of New Jersey, with a mailing address of, Millville Housing Authority, c/o Paul Dice, Executive Director, PO Box 803, Millville, New Jersey 08332.

WHEREAS, the Millville Housing Authority is the owner of an apartment complex located in the City of Millville, County of Cumberland, State of New Jersey known as Holly Berry Court; and

WHEREAS, the parties agree that the providing of security and police protection at Holly Berry Court and the adjacent areas is a matter of public concern; and

WHEREAS, the Board of Commissioners and the Millville Housing Authority both find that a need exists at Holly Berry Court to provide for experienced and properly trained and equipped police officers to be specifically assigned to Holly Berry Court so that an enhanced police patrol exists at that area for public protection of that area and to promote and maintain safety and security in that area; and

WHEREAS, the enhanced patrol being established herein shall not diminish the police services or other public services routinely or generally provided to Holly Berry Court to the extent that such services would be provided routinely or generally to any other establishment, inhabitant or tenant of the Municipality without charge or cost; and

WHEREAS, the Millville Housing Authority agrees to provide funds and pay compensation to the City for two experienced police officers to patrol Holly Berry Court by foot and/or car during this Agreement and the Municipality agrees to furnish and provide such officers as long as the Municipality is compensated for the officers designated to patrol at Holly Berry Court, as further set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, it is agreed, by and between the Millville Housing Authority and the Municipality, as follows:

1. Approval by Municipality. The Agreement shall be effective only upon the approval of the Board of Commissioners of the Municipality and the adoption of a resolution approving the Agreement.

2. **Effective Date.** The effective date of this Agreement is July 1, 2016.

3. **Term.** The term of this Agreement shall be for a period of one (1) year commencing on the effective date and terminating at the end of the twelfth month thereafter, providing that the Millville Housing Authority, at any time and for any reason, may terminate this Agreement upon providing a written notice of termination to the Municipality. Such notice terminating the Agreement shall be effective not less than thirty (30) days after its delivery to the Municipality. The Millville Housing Authority shall remain responsible for payment of services pursuant to the Agreement for all services provided through the date of termination.

4. **Contracted Services.** The Municipality shall provide, upon the request of the Millville Housing Authority, two (2) police officers whose assignment is to patrol and monitor activities at Holly Berry Court and the immediate vicinity as set forth hereafter as well as such other facilities operated in the City by the Millville Housing Authority as the parties may agree from time to time. The parties understand and agree that the Millville Housing Authority seeks to respond to activities and conditions on its property and therefore requires flexibility in requesting services. The Millville Housing Authority shall request services on a monthly basis and as part of its request for these services, shall indicate the number of officers and hours required and the hours when the services are required. In order for the Police Department to schedule and assign the police officers, the request for services, including the number of officers, the hours and times of services, shall be made to the Police Department no later than one week prior to the first of each month. However, the Millville Housing Authority may request changes to the schedule upon twenty-four (24) hours notice to the Police Department, and the Municipality shall accommodate such changes, to the extent practical based on business necessity and the mission of the Police Department. The Chief of Police reserves the right to withdraw officers that have been committed to the Millville Housing Authority facilities in the event of an emergency which requires their services in the sole discretion of the Chief of Police. The Millville Housing Authority shall not be responsible to compensate the Municipality when police services are not provided.

5. **Duties and Performance of Officers.** The police officers provided by the Municipality to the Millville Housing Authority pursuant to the terms of this Agreement shall perform all of the duties routinely associated with law enforcement or police protection services. These duties shall include the responsibility to patrol, inspect and safeguard the Holly Berry Court complex (as well as such other facilities of the Millville Housing Authority as the parties may from time to time agree to) and its occupants and shall include the supervision of motor traffic within the complex and the surrounding areas, the investigation of all violations of any statutes, ordinances, or other applicable laws. The Millville Housing Authority and the Municipality acknowledge that the Municipality is to enforce only violations of statutes, municipal ordinances or other applicable laws, but not the Millville Housing Authority's own rules and regulations for

its tenants. The police officers shall prepare and file any reports relating to the officer's duties and activities while on the property and shall provide such reports to the Millville Housing Authority. The police officers shall maintain a log on their activities during the officer's assigned shift, which log shall also document the number of hours worked and shall be provided to the Millville Housing Authority within two days of its preparation.

6. Qualifications of Officers. Each police officer assigned to Millville Housing Authority shall be fully trained and equipped for duty, including uniform and gun and shall be a fully licensed, trained police officer in the employ of the Municipality, shall comply with all the rules and regulations applicable to the conduct of a police officer of the Municipality.

7. Assignment and Control of Officers. The parties understand and agree that all police officers provided to the Millville Housing Authority under the terms of this Agreement for enhanced patrol of the Holly Berry Court complex shall be chosen and assigned by the Municipality and shall be subject to orders and direction of the City Police Department. However, the assignments made by the City Police Department shall be made only at the request of the Millville Housing Authority as set forth elsewhere in this Agreement. Nothing in this Agreement shall be intended or construed as a delegation by the Municipality of its Police Department's rights or duties or obligation to make assignments of police officers and to direct or control the activities of those officers while performing services at Holly Berry Court. Nevertheless, the police officers who will be assigned by the Police Department to Holly Berry Court shall have their only duty the patrol and protection and safeguarding of Holly Berry Court while they are on duty. The Municipality shall be responsible for prosecuting all criminal cases in Municipal Court, and/or to cooperate with the County Prosecutor, for violations of any statutes, regulations, ordinances or other applicable laws.

8. Compensation. In consideration of the Municipality's Agreement to provide police officers to Holly Berry Court, the Millville Housing Authority agrees to pay the Municipality the sum of Fifty-Three Dollars (\$53.00) per hour for each police officer specifically assigned to Holly Berry Court pursuant to the terms of this Agreement. The aforesaid rate covers police vehicles utilized by the police officers in providing these services. Based upon the projected monthly schedule of services provided by the Municipality to Holly Berry Court, the Millville Housing Authority shall pay the Municipality in advance the sum necessary to compensate the Municipality for these proposed services for one month of operations. These monies shall be held by the Municipality in a separate escrow account. On a monthly basis (or by the 15th of each month), the Municipality shall provide to the Millville Housing Authority a detailed statement of the services provided in the previous month. The Millville Housing Authority upon receipt of the monthly statement, shall either order the release of the monies held in escrow or discuss the statement with the Police Department pending approval by the Millville Housing Authority of the release of these monies. If the parties are unable to agree on the appropriate compensation to be paid, each party

reserves the right to terminate this Agreement forthwith.

9. Obligation by City to Provide Same Law Enforcement. Nothing in this Agreement is intended or shall be construed as limiting or modifying the duties and obligations of the City to provide the same law enforcement and police services as are generally provided or given to the other inhabitants and establishments in the municipality.

10. Insurance Coverage. The Municipality shall maintain and provide professional liability insurance, worker's compensation insurance and automotive insurance for the police officers and vehicles assigned to the Millville Housing Authority under the terms of this Agreement in the amount of \$1,000,000.00, \$1,000,000.00 and \$1,000,000.00, respectively. The Millville Housing Authority shall maintain general liability insurance in the amount of \$1,000,000.00. Each shall name the other as a Certificate Holder on its insurance policies.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

12. Notices. Any notice required to be given by the terms of this Agreement, other than the notice/request by the Millville Housing Authority to the Police Department for scheduling police officer services and the billing statements from the Municipality, shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the party at the address stated below or such other address as such party may designate in writing or delivered to the address below by overnight courier service.

City of Millville
12 South High Street
PO Box 609
Millville, NJ 08332
Attn: Susan G. Robostello
City Administrator

Millville Housing Authority
PO Box 803
Millville, NJ 08332
Attn: Paul Dice
Executive Director

13. Miscellaneous. The parties hereto shall take such steps and execute such other documents as may be necessary to give full force and effect to this Agreement.

14. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto. This Agreement may be modified only by a written instrument signed by the parties herein. This Agreement shall inure to the benefit of and shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be placed below on the day and year first above written.

ATTEST:

Susan G. Robostello, City Clerk

CITY OF MILLVILLE

Michael Santiago, Mayor

ATTEST:

MILLVILLE HOUSING AUTHORITY

By: _____
Paul Dice, Executive Director

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