

AGREEMENT FOR DISCRETIONARY POLICE SERVICES

Whereas, the Division of New Jersey State Police (NJSP) has law enforcement authority throughout the State pursuant to N.J.S.A. 53:2-1; and

Whereas Farmingdale Borough has requested discretionary police services as described in the attachment to this Agreement; and

Whereas, the NJSP agrees to provide such discretionary police services on an overtime basis subject to the terms of this Agreement; and

Now, therefore, the Parties agree as follows:

1. NJSP shall provide the services described on the attachment hereto. Assignment of members to overtime details shall be made in accordance with NJSP policies and procedures.
2. Farmingdale Borough shall reimburse NJSP for overtime, vehicle use and administrative overhead at the rate of \$105.53 per hour per member assigned. This amount is subject to change in the event of a change in any applicable collective negotiations agreement, rate of compensation for NJSP members, or other allocable cost. All services shall be billed for actual hours worked, including travel time, with a minimum of six hours per member assigned.
3. Payment shall be made to NJSP within ten days of receipt of an invoice. All billing shall be coordinated by the NJSP Fiscal Control Bureau. Invoices shall be issued individually for single events or monthly for ongoing services as described in the attachment and shall be sent to the person and address specified in the attachment. All payments shall be sent to New Jersey State Police, Fiscal Control Bureau, P.O. Box 7068, River Road, West Trenton, NJ 08628-0068. Checks shall be made payable to State of New Jersey. **FAILURE TO MAKE TIMELY PAYMENT FOR SERVICES INVOICED SHALL RESULT IN TERMINATION OF THIS AGREEMENT.**
4. Nothing in this agreement shall be construed to make members of the NJSP performing overtime services employees of Farmingdale Borough. All services shall be performed in accordance with NJSP policies and procedures and shall be subject to NJSP supervision. Representatives of Farmingdale Borough on site shall not exercise any supervision or control relating to the utilization of police powers by NJSP members performing services. NJSP shall at all times be considered an independent contractor.
5. It is understood and agreed that the NJSP may redeploy members at any time due to operational requirements and that services are not guaranteed. NJSP will adjust billing to reflect any curtailment of services initiated by NJSP. NJSP will make reasonable efforts to accommodate requests for police services but reserves the right to decline any such request in the sole discretion of NJSP.
6. (a) **FOR NON-STATE ENTITIES:** Farmingdale Borough agrees to indemnify NJSP and its employees for any claims arising out of the performance of services under this agreement. Nothing in this agreement shall be construed to waive any defenses or immunities available to NJSP and its employees under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. or other applicable law.

(b) FOR STATE ENTITIES: As State entities, any agreement assigned on behalf of the Parties shall be subject to all of the provisions of the New Jersey Tort Claims Act, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and the availability of appropriations.

This Agreement shall be effective when signed for the dates and times specified in the attachment. This Agreement or any specific overtime detail may be canceled by either Party on written notice to the other Party not less than twenty-four hours prior to a scheduled event.

7.

Section Commanding Officer, NJSP

Date

Fiscal Control Officer, NJSP

Date

Vendor Representative

Date

**NEW JERSEY STATE POLICE****Addendum to Agreement for Police Services****Billing Information:**

NAME OF ENTITY: Farmingdale Borough				TELEPHONE NUMBER: (732) 919 - 4077	
ADDRESS: Number & Street 11 Asbury Ave		City Farmingdale	State NJ	Zip Code 07727	
TAX ID NUMBER: 21-6000-567		10-DIGIT CORPORATE ID NUMBER & OFFICERS (If Applicable):			
BILLING CONTACT: Name James Daly	Telephone (732) 330 - 9962	Ext. -	Fax (-) - - -	Email Address jimdaly@farmingdaleborough.org	
SITE SUPERVISOR: Name James Daly	Telephone (732) 330 - 9962	Ext. -	24-HOUR CONTACT INFORMATION: Name James Daly		Telephone (732) 330 - 9962

Complete Description of Services Requested:

Specifically describe all duties and responsibilities, including duration of service, location of detail, and staffing allocations.

TERMS OF THIS AGREEMENT ARE EFFECTIVE JULY 1, 2021:

TERMS OF THIS AGREEMENT SHALL COVER DATES AND TIMES AS MUTUALLY AGREED UPON BY FARMINGDALE BOROUGH REPRESENTATIVES, AND A REPRESENTATIVE FROM THE NEW JERSEY STATE POLICE.

THE NEW JERSEY STATE POLICE WILL PROVIDE POLICE SERVICES AND ASSIST WITH TRAFFIC DUTIES WHEN NECESSARY FOR THE EVENTS AS SCHEDULED. THE NUMBER OF PERSONNEL, DATES AND HOURS VARY AND WILL BE SCHEDULED AS NEEDED. THESE DETAILS WILL BE MUTUALLY AGREED UPON BY FARMINGDALE BOROUGH AND A REPRESENTATIVE OF THE NEW JERSEY STATE POLICE.

THE TERMS OF THIS AGREEMENT SHALL EXPIRE ON JUNE 30, 2022:

DIVISION MEMBER SERVING AS LIAISON SFC Andrew Spedaliere #6479	PROPER NAME OF T-CODE FIELD Farmingdale Borough
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T-Code Assignment (To be completed by Fiscal Control Bureau):

Section Commanding Officer, NJSP	Date	Fiscal Control Officer, NJSP	Date	Vendor Representative	Date
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 **8/2/21**