

## AGREEMENT FOR SPECIAL DUTY POLICE SERVICES

This agreement (“Agreement”) is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hilliard (the “City”) and \_\_\_\_\_ (the “Recipient”) whose address is \_\_\_\_\_.

Whereas the Recipient desires to acquire certain police services from the Hilliard Division of Police which are not provided by the City in the ordinary course of performing its public law enforcement duties; and

Whereas the City is agreeable to provide certain Police services to Recipient in consideration of Recipient paying for the services of available off-duty Hilliard Division of Police personnel; and

Whereas the City will facilitate the provision of certain Police services to the Recipient, contingent upon the City’s responsibility to provide law enforcement services to the general public is not diminished in doing so.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The City shall refer Recipient’s request for services and equipment described in Exhibit “A” attached hereto and incorporated herein (“Special Duty Services”), to the Police Department Special Duty Coordinator who shall be responsible for coordinating the scheduling of available off-duty City of Hilliard law enforcement personnel on a strictly voluntary basis. The City of Hilliard makes no representation to the Recipient that sufficient off-duty officers and equipment will be available to meet all or part of the Recipient’s request.
2. The cost for Special Duty Services under this agreement shall be based on a rate of \$70.00 per hour or any part of an hour worked, for each Officer. Special Duty Services requiring three (3) or more special duty officers requires that one of the three must be a Supervisory Officer. The cost for a Special Duty Supervisory Officer is \$75.00 per hour or any part of an hour worked. Special Duty Services requiring six (6) or more special duty officers requires that one (1) of the six (6) must be a Command Officer, in addition to having a Supervisory Officer. The cost for a Command Officer is \$80.00 per hour or any part of an hour worked. The recipient shall pay for the number of requested officers, including Supervisory Officer and/or Command Officer, at the rates provided herein, for the hours, or part hours, that Special Duty Services were provided to the Recipient, with a minimum of three (3) hours. Special Duty Services for Oversize\* and Overweight\* escorts will be calculated at a rate of \$75.00 per hour (3 hour minimum) per officer, requiring two officers at a minimum. Notice to schedule said Oversize/Overweight delivery shall be given more than 72 hours. Notice given less than 72 hours will increase the special duty rate to \$100.00 per hour per officer, two (2) officer minimum. The cruiser rate remains \$30.00 per hour, no minimum.

3. Any Special Duty requests made at less than 24-hour notice will prompt a rate of \$100.00 per hour.
4. Special Duty services provided on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day will be at the rate of \$105.00 for an Officer, \$112.00 for a Supervisor, and \$120.00 for a Command Officer.
5. If City Police Department vehicles are provided for the Special Duty Services under this Agreement, the cost for each vehicle provided shall be \$30.00 per vehicle for each hour or any part of an hour of use. If the Recipient does not request a police vehicle for the services hereunder, the Special Duty Officers will be equipped with the items on their person only which are part of the standard police uniform. Items routinely kept in a police cruiser will not be provided unless Recipient requests and pays the per day vehicle usage fee.
6. The Recipient shall pay the full amount owed for hours worked at the rates stated hereinbefore, directly to Special Duty Officers for services rendered, within fifteen (15) days from the date services were provided. The Recipient shall, within thirty (30) days of services rendered, provide written notification to the City's Police Department Special Duty Coordinator stating the dates, total hours worked, and total amount paid in compensation for each Special Duty Officer for services rendered under this Agreement. This notification may be mailed to 5171 Northwest Parkway, Hilliard, OH 43026, or emailed to the Police Department Special Duty Coordinator. Failure to provide notification or compensation may result in the termination of this Agreement, or the inability to request Special Duty Services from the City for future events, at the discretion of the City's Chief of Police.
7. In cases of emergency or under special circumstances, and at the sole discretion of the City, the City may pull the Special Duty Officers (including equipment and vehicles) from providing Special Duty Services to the Recipient under this Agreement in order to meet the immediate need for City police services elsewhere in the City or under a mutual aid agreement with another jurisdiction. In such event, Recipient hereby agrees that it shall not hold the City responsible for any costs or damages suffered by the Recipient due to such redeployment and will hold the City harmless thereon.
8. The Recipient may provide general instruction and direction to the Special Duty Officers providing the Special Duty Services under this Agreement. However, the Special Duty Officers shall at all times be bound by the Rules, Regulations and Policies of the City of Hilliard Division of Police while providing the Special Duty Services, and shall honor and enforce all local, state and federal laws in the same manner as if providing the services pursuant to employment by the City of Hilliard, Division of Police.
9. Unless otherwise agreed in advance between the Recipient and the City Police Department supervisory personnel, all City law enforcement personnel providing services under this Agreement shall wear the then-approved uniform of the Hilliard Division of Police.

10. Recipient hereby agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, volunteers and agents, from and against any and all lawsuits, claims, demands and judgements, including reasonable attorney fees, court costs and expenses, arising from damage or destruction of property, or the death, injury or illness to persons that occur, or alleged to have occurred, by or on account of the negligent, willful or wanton acts or omissions of the Recipient, its officers, contractors, agents, employees and volunteers.

11. This Agreement shall begin on \_\_\_\_\_, 20\_\_ and shall terminate \_\_\_\_\_, 20\_\_\_. Except as provided in item 5 above, this Agreement may be terminated by the City at any time and for any reason whatsoever by providing the Recipient with written notice of such termination at least twenty (20) calendar days prior to the date of termination. This Agreement may be terminated at any time by mutual agreement of the City and the Recipient; except that Recipient shall provide the City and the Special Duty Officers with a minimum notice of two (2) hours (the "Advance Notice") in the event that circumstances have changed, and Recipient no longer needs the

Special Duty Services. Failure to provide this Advance Notice as required herein shall require that Recipient pay each Special Duty Officer that was to provide the Special Duty Services hereunder, a minimum of three (3) hours of work time at the rates stated herein.

In **WITNESS WHEREOF**, and intending to be legally bound, the parties hereto, each by a duly authorized representative, have set their hands to this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RECIPIENT:**

**RECIPIENT'S WITNESS:**

\_\_\_\_\_  
Full typed or printed name

\_\_\_\_\_  
Full typed or printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

**APPROVAL OF POLICE CHIEF  
(or designee):**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_