

PRIVATE DUTY POLICE SERVICE AGREEMENT

This Agreement entered into this ____ day of _____, 20____ by _____ located at _____ (the “Contractor“) and the Town of Ellington, acting by and through the Resident State Troopers Office, located at _____ (the “Town”).

RECITALS

The Contractor wishes to hire one or more Town police officers to provide security and/or traffic control services at various locations throughout the Town of Ellington; and

The Town is willing to provide said services for an agreed upon hourly wage and pursuant to the Terms and Conditions contained herein.

TERMS AND CONDITIONS

The parties agree to the following terms and conditions:

1. The Town will provide the Contractor with ____ [number] police officers to provide security and/or traffic control services:

At: _____ [address]

On: _____ [dates]

Starting at approximately _____ [start time]

Ending at approximately _____ [end time]

For \$ _____ per hour

(the “Service”).

2. Payment for each contracted officer must be received by the Town within thirty (30) days of the invoice date. In the event the total cost for the Service is anticipated to be in excess of \$500.00, such payment shall be secured by a financial guaranty (cash bond, letter of credit, surety bond or pledge of a passbook account). A copy of the financial guaranty agreement is attached hereto and made apart hereof as Exhibit A. A copy of the pledge of a passbook account, if applicable, is attached hereto and made apart hereof as Exhibit B. If any payment due to the Town is not received within thirty (30) days of the invoice date, the Town shall be permitted to draw on the guaranty to pay for the Service.
3. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town, its officials, officers, employees and agents (the “Indemnified Parties”), from and against any and all losses, claims, damages, and liabilities, including reasonable attorney fees and/or litigation expenses, made under any theory of liability except the Town’s gross negligence or willful misconduct (“Claims”) relating to, arising out of, caused by or based upon any act or omission in connection with the work or services performed under this Agreement. The amount and type of insurance coverage requirements will in no way be construed as limiting the scope of indemnity.

- Contractor shall be required to maintain insurance as required by law, including but not limited to general liability insurance. The Contractor shall provide to the Town a Certificate of Insurance prior to commencement of the Service.

Contractor

Town of Ellington

By
Date

By
Date

Exhibit A

FINANCIAL GUARANTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That it, _____, a Connecticut _____ [entity] with a principal office at _____ (the "Obligor"), is bound unto the TOWN OF ELLINGTON, CONNECITCUT (the "Town") in the sum of \$_____, for which payment it binds itself, its successors and assigns by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, Obligor has entered into a Service Agreement (the "Agreement") with the Town for security and/or traffic control services, a copy of which is attached hereto as Schedule A (the "Services").

Whereas, the Agreement contemplates that Obligor shall pay the Town for the Services provided;

Whereas, the Agreement to provide the Services is conditioned upon the posting of a financial guaranty in the amount of \$_____ to secure payment of all sums due to the Town.

Now Therefore:

- A. In the event Obligor fails to pay any amount due to the Town within thirty (30) days of the invoice date, the Town may draw, in whole or in part, upon the financial guaranty to satisfy Obligor's obligations;
- B. Obligor shall further be responsible for all costs, including but not limited to attorney's fees, and expenses that may be incurred by the Town in enforcing this Agreement;
- C. If Obligor shall faithfully promptly all of the obligations set forth in the Agreement, then this financial guaranty shall be null and void; otherwise to remain in full force and effect.

In Witness Whereof the said Obligor has caused these presents to be signed and sealed
this _____ day of _____, 20__.

Obligor

Secured by: [choose one]

Cash bond

Letter of Credit issued to the Town of Ellington by _____ BANK (copy
attached)

Surety Bond issued to the Town of Ellington by _____ (copy attached)

Pledge of Passbook Account (see attached)

Exhibit B

**PLEDGE OF BANK ACCOUNT AS SECURITY FOR
A FINANCIAL GUARANTEE AGREEMENT**

To: Town of Ellington
55 Main Street
Ellington, CT 06029

Dear Ladies and Gentlemen:

I, _____ (“Obligor”), pledge _____ Bank (the “Bank”) passbook No. _____ standing in my name in the amount of \$ _____ (the “Account”) to the TOWN OF ELLINGTON as security for a Service Agreement in favor of the TOWN OF ELLINGTON dated _____, a copy of which is attached hereto (the “Service Agreement”).

I have delivered any passbook issued to me for the Account to the Town of Ellington and agree that the Town of Ellington will retain possession of the passbook as security for the Service Agreement. I further agree that the Town of Ellington shall have sole “control” of the Account (as the term is used in Section 9-104 of the Uniform Commercial Code) throughout the term of this pledge.

In the even that I should fail to make prompt payment as set forth and required by the Service Agreement, then the Town of Ellington shall be entitled to withdraw from the Account amounts not to exceed in total \$ _____ upon delivery to the Bank all of the following documents:

1. A copy of this Pledge Agreement;
2. A copy of letter declaring Obligor to be in default for failure to pay.

It is further agreed that the Account maintained at said Bank shall not be reduced to less than \$ _____ without express written approval of the Ellington Finance Officer, or his/her designee. Interest earned on the Account shall be chargeable to the Account owner’s taxpayer identification number unless and until it is forfeited to the Town of Ellington as above.

By copy of this letter filed with Bank and acknowledged by said Bank, the Bank will undertake to restrict the Account as above unless and until released by the Town of Ellington. This letter will further serve as my authorization to the Bank to permit withdrawals form the Account by the Town of Ellington in accordance with this pledge Agreement.

DATED at _____, Connecticut, this ___ day of _____, 20__.

Very truly yours,

BANK ACKNOWLEDGEMENT

We hereby acknowledge receipt of a copy of the foregoing Pledge and agree that the account has been posted so as not to be released to the Owner/Obligor without authorization from the Town of Ellington and further agree that the then Finance Officer, or his/her designee, shall be entitled to make one or more withdrawals from the account by check payable to the Town of Ellington upon delivery to the Bank of a signed withdrawal and copy of the letter described in paragraph 2 above.

BANK

By _____
Its

The foregoing is hereby received and accepted this ___ day of _____, 20__.

Town of Ellington

By _____

Its Finance Officer