

## **EXHIBIT E**

Revised 12.20.16

**AGREEMENT**

By and Between:

**THE TOWNSHIP OF MAHWAH**  
(hereinafter referred to as the "Municipality")

A municipal corporation with offices located at:

475 Corporate Drive, PO Box 733  
Mahwah, New Jersey 07430

and

Vaad Heiruv

(insert official Corporate Name)  
(hereinafter referred to as the "Contractor"),

Whereas, the Contractor herein named desires to hire and retain police officers during their off duty hours, which officers are regularly employed by the Municipality; and

Whereas, the Municipality agrees to permit the utilization of these police officers during their off duty hours.

Now, Therefore, it is mutually agreed by and between the parties hereto for One Dollar (\$1.00) and other good and valuable consideration as follows:

The Municipality will provide Traffic and/or Police Services at the rate established by Township Ordinance No. 1755 which is presently \$95.66 per hour, or higher if the rate being paid to police officers from adjoining municipalities serving on the same detail with Mahwah Police Officers, with a minimum of two hours cancellation notice without penalty. In the event cancellation is made less than two hours prior to starting time, the officer(s) will be compensated for two hours at the established rate. There shall be an administrative fee of 20% of the total amount of hourly charges, totaling \$114.79 per hour

The Chief of Police shall approve all services provided in writing prior to services being rendered.

**INDEMNIFICATION**

The Contractor agrees that it will defend, indemnify and save harmless the Municipality, it's officers, officials, agents and employees from any liability, claims, losses, suits, actions, demands, all damages, costs and attorney fees that may arise as the result of activities or actions of the police officers hired by the Contractor, which arise from the police officer provided under this agreement.

**INSURANCE**

The Contractor shall provide the Municipality, prior to utilization of the Municipality's police officers, with a Certificate of Insurance from an Insurance Company acceptable to the Municipality evidencing:

- **Workers' Compensation and Employers Liability** coverage in accordance with the laws of the State of New Jersey. *(This requirement does not apply to the resident/homeowner.)*
- **General Liability Insurance** with limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate; for bodily injury and property damage; including premises/operations, broad form contractual liability and personal and advertising injury. Limit compliance may be achieved through use of an Excess Liability Policy (Umbrella). (These limits do not apply to a resident/homeowner. The minimum required limit for the resident/homeowner is \$500,000 CSL per occurrence.)
- **Automobile Liability Insurance** with limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate, Combined Single Limit (CSL) for Bodily Injury and Property Damage, for all Owned, Non-Hired and Hired vehicles. (This coverage requirement does not apply to a resident/homeowner).
- **The Certificate of Liability Insurance (COI) shall list the following as the Certificate Holder:**

Township of Mahwah  
475 Corporate Drive  
Mahwah, New Jersey 07430

The Certificate should include the following language with respect to the Description of Operations Section as: **The Township of Mahwah, is named as an Additional Insured, as it relates to all Police Services provided to the Insured by the Township of Mahwah during the covered period.**

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PAGE 3

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ by the corporate officers of the Municipality and the Employer.

**TOWNSHIP OF MAHWAH**

Designated Municipal Official Signature

Print Name

Yaad H'eIRUV  
Chaim m STEINMETZ

Name of Contractor

Chaim Steinmetz  
Contractor Signature

Print Name

chaim m steinmetz  
Contractor Name/Address  
56 CHESE CT  
MONSEY N.Y. 10952