

Department of Police

Borough of Spring Lake Heights

555 Brighton Avenue

SPRING LAKE HEIGHTS, NEW JERSEY 07762



Edward W. Gunnell
Chief of Police

Telephone : (732) 449 – 6161
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Agreement for Special Police Assignment

Agreement Made This ____ Day of _____, 2022 : By And Between;

The **Borough of Spring Lake Heights**, a municipal corporation of the State of New Jersey, with offices located at 555 Brighton Avenue, Spring Lake Heights, New Jersey, (hereafter referred to as “**The Borough**”)

AND

Company Name : _____

Address : _____

Phone Number : _____

(hereafter referred to as “**The Company**”)

Whereas, The Company desires and agrees to employ personnel from the Spring Lake Heights Police Department, for a special assignment as hereafter described, and;

Whereas, The Borough agrees to provide personnel under certain terms and conditions which have been agreed to by The Company and;

Whereas, The Borough and The Company desire to set out the specifics of their agreement in writing;

The Borough and The Company Hereby Agree As Follows;

1. Nature of Special Assignment : _____

2. Number of Officers Required : 1 2 3 4 5 (circle one)

3. Number of Vehicles Required : 1 2 3 4 5 (circle one)

4. Date(s) : ____/____/2022 To ____/____/2022

5. Time(s) : ____:____ am/pm To ____:____ am/pm

6. Total Hours _____

The description contained herein is approximate and may be amended with approval of the Chief of Police.

7. Payment

The Company agrees to make payment to the Borough at the rate of \$94.81 per officer, per hour. In addition, payment shall be made to the Borough for an Administrative Fee at the rate of \$10.00 per hour (total of \$104.81 per officer per hour). The Company further agrees That it shall pay a minimum of Four (4) hours per officer(s) assigned, in the event that the assignment is of shorter duration or the Company fails to start said assignment after requesting said officer(s).

8. Notification

The Company will give a minimum of 24 hours notice to request the need of a Police Officer(s) only after approval by the Borough Clerk. This does not include emergency situations when immediate response by Police Officer(s) is necessary (i.e. gas leaks, downed poles, etc...). In lieu of 24-hour notice, time will start when the officer is notified that his service is requested.

Should the Company need to cancel the assigned officer(s) the Company shall notify the the shift supervisor of the Police Department NO LATER than 12 hours prior to the stipulated start time of the assignment. Should the 12-hour notification fail to occur, the Company shall pay the assigned officer(s) 4 hours of their rate of pay as stipulated in paragraph #7 above.

9. Safety Requirement (O.S.H.A.)

The Company will supply all signs and equipment needed to meet O.S.H.A. standards and maintain a safe work area. In the officer's discretion, if said standards are not met, the work site will be shut down by said officer and will not reopen until unsafe conditions are corrected.

- (A) The Police Department Personnel shall not be considered employees or agents of The Company.
- (B) This agreement may be terminated by either party upon forty – eight (48) hours written notice to the other party directed to the address set forth above.
- (C) The Borough shall provide and maintain such public liability and Worker's Compensation Insurance as will adequately protect the Borough from claims under the applicable Worker's Compensation Act and from other claims for damages from personal injury, including death or damaged property which may arise or result from the Borough's performance of this agreement.
- (D) In the event that the Company shall fail to make any payment required pursuant to this agreement, the Borough may take such action as it deems necessary to collect any sums due, in which case the Company shall in addition to any amount due under this agreement, be responsible to pay the Borough's reasonable attorney's fees, costs of suit, costs of expert witnesses, if any, and interest at the rate of one percent (1%) per month calculated from the date of billing.
- (E) The Company agrees that it will not seek to hold the Borough or any agent or employee of the Borough, including any Police Officer who may be assigned to the Company, liable for any injuries or damages which may arise out of this agreement or services to provide pursuant to this agreement.

Authorized Company Representative**Borough of S.L.H. Representative**

 Print Name

 Print Name

 Signature

 Signature