

# MIDDLETOWN TOWNSHIP POLICE DEPARTMENT

1 Kings Highway  
Middletown, New Jersey 07748  
732-615-2100

## AGREEMENT FOR SPECIAL DUTY ASSIGNMENT FOR POLICE OFFICERS

**THIS AGREEMENT** is entered into this 11<sup>th</sup> day of April, 2018  
between:

**Company Name: Brick Township Board of Education**

**Address: 101 Hendrickson Avenue, Brick, NJ 08724**

**Phone: 732 785-3000                      Fax: n/a**

**Contact Person Name: Cherylin Clapp**

**(Hereinafter “The Company”):**

**AND**

The Township of Middletown, (Township of Middletown C/O Special Police Duty Fund,  
1 Kings Highway, Middletown, NJ, 07748

**(Hereinafter “The Municipality”):**

The Company desires and agrees to engage police personnel from the Municipal Police Department in a special duty assignment as described below, and the Municipality agrees to provide personnel in accordance with the following agreement and the terms of Ordinance 93-2339 and amended 96-2456, 96-2460, 01-2626.

All extra duty assignments and related work shall be in compliance with the most current “Manual on Uniform Traffic Control Devices”.

Please provide the following information of Special Police Duty:

- (1) Description of assignment: Security for Junior Prom
- (2) Number of officers required: 2
- (3) Dates: May 9, 2019
- (4) Times: 6-10 PM

- (5) Location of assignment: Jacques Reception Center, 500 Palmer Ave.  
Middletown, NJ 07748

Any and all extra duty assignments by police personnel shall be determined and approved by the Chief of Police or his designee. The description above is approximate and the assignment may be ended, or conditions imposed, at any time by the Chief or his representative in his sole discretion.

Upon filing/signing an agreement for Special Duty Police Services, the requesting party shall deposit with the Township, or have on Deposit, in the Special Duty Police Fund at least sufficient funds to pay for the services requested, including all administrative charges. The amount required to be deposited shall be subject to the determination and approval of the Chief of Police or his designee, and must at all times be sufficient to pay for the special duty services before said services are rendered and no services shall be rendered unless prepaid.

Parties that utilize special duty service on a regular basis for a week or longer shall maintain a minimum balance of the average weekly expenditure in the fund. Parties that utilize special duty services on a regular or frequent basis shall maintain a minimum deposit of \$500.00 in the fund. The Chief of Police or his designee shall have the authority to determine the appropriate minimum balance for a particular party utilizing services to ensure adequate funds are on deposit to timely pay the officers and administrative fees for services provided.

No services shall be rendered for any party that does not have funds on deposit sufficient to cover the services. No services shall be rendered to any party that is delinquent on payment for past services rendered. Delinquent parties shall be liable for interest at 18% on any funds noticed to the party as delinquent together with any damages or attorney fees or costs incurred by reason of their delinquency. If the Company's deposit in the Special Duty Fund falls below what is needed to pay for services requested, the Company will be notified by the Municipality to make additional deposit(s) to cover the service requested. Failure by the Company to make such a deposit will result in no services being rendered (any delinquent totals in the Company's account shall be liable for the previous explained penalties).

The Company agrees to make payment to the Municipality at the rate of \$100.00 per hour (said rate includes an administrative fee of \$25.00 per hour). The Company further agrees that it shall be billed by the Municipality Bi-monthly or at the end of the assignment, whichever comes first, and that payment in full shall be taken out of the money the Company has on deposit in the Special Duty Police Fund.

**The Police Department personnel shall not be considered employees or agents of the Company.**

This agreement may be terminated by either party upon forty-eight (48) hours written notice to the other party directed to the addresses set forth above. Any assignment canceled by the Company on less than four (4) hours notice shall be charged against the Company which shall be responsible for payment of the four (4) hour minimum, per officer assigned, at the specified rate.

The Municipality shall be responsible for such liability and workers compensation coverage as will adequately protect the Municipality from claims under the applicable personal property which may arise or result from the Municipality's performance of the Contract.

The Company agrees that it will not hold the Municipality or any agent or employee of the Municipality including any police officer who may be assigned to the Company, liable for any injuries or damage that may arise out of this Contract or the services to be provided pursuant to this Contract.

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James W. Edwards, Jr., CPA  
Business Administrator/Board Secretary

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Chief of Police