



AGREEMENT
SPECIAL DUTY ASSIGNMENT



THIS AGREEMENT is entered into this _____ day of _____ 20____ between
_____ (hereinafter "Company"), with its principle office
located at _____ AND the BOROUGH OF RED
BANK (hereinafter "Municipality")

The company desires and agrees to employ police personnel from the Borough of Red Bank Police Department in a special duty assignment as described below, and the Municipality agrees to provide personnel in accordance with the following described agreement:

(a) Description of project and special duty assignment

(b) Number of officers required: _____

(c) Dates: ____ / ____ / ____ to ____ / ____ / ____

(d) Times: ____ : ____ am/pm to ____ : ____ am/pm

(e) Location of assignment: _____

(f) Project contractor: _____

(g) Company contact person and telephone number:

(h) Alternate contact person and telephone number:

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

The company agrees to make payment to the municipality at the following rate

A.	Financial Institution Or similar work	\$85/hour 4 hour minimum
B.	Civil Subpoena	\$85/hour 4 hour minimum
C.	Construction/Traffic Work And all other work except school work	\$85/hour 4 hour minimum
D.	School Work	\$50/hour 4 hour minimum

The above (A,B,C) rates and fees are allocated \$70.00 per hour to the police officer and a \$15.00 surcharge for administrative and related costs to be retained by the Borough.

The above (D) rate will be allocated totally to the police officer with no administrative and related cost allocation.

The company further agrees that fees and charges shall be paid to the Municipality in accordance with rates established from time to time by resolution of the governing body. Upon the granting of the application by the Chief of Police for special duty assignments, the applicant/contractor shall deposit escrow funds payable to the Borough of Red Bank. Said escrow funds shall be determined based upon the fees and charges established from time to time by resolution of the governing body and the realistic estimated time or amount of special duty services to be provided.

No special duty assignment work will be performed until all escrow funds have been deposited in accordance with this ordinance. The escrow fund payment must be in the form of cash, certified or bank cashier's check or money order.

Additional escrow funds may be required by the applicant/contractor when the escrow has been depleted to 20% of the original escrow amount. The Chief of Police or his designee shall notify the applicant/contractor of the amount of additional escrow funds that will be

required for the work to continue and the applicant/contractor shall forthwith deposit with the Borough the additional escrow funds.

The Chief Financial Officer shall prepare and send to the applicant/contractor a statement which shall include an accounting of escrow funds setting forth all deposits, disbursements, and the cumulative balance of the escrow account. This information shall be provided on a monthly basis.

All payments for special duty assignments shall be made through the escrow fund established by the Borough from which fund payments shall be made to the individual police officers performing such service by the Borough of Red Bank.

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 Records Bureau at 90 Monmouth St. Red Bank, NJ 07701. Any assignment cancelled on less than two (2) hours notice shall be charged against the party for the minimum call in time being four (4) hours. Any assignment cancellation will be done through the police desk at (732) 530-2700.

Disputes, if any, between the applicant/contractor and the police officer on assignment as to service required or compensation due shall be directed to the Chief of Police, and his decision shall be final and binding.

The Chief of Police has the authority to order any Police Officer to vacate or terminate any special duty assignment in response to emergency situations or whenever the assignment creates an unacceptable risk to health, safety and welfare of the police officer or public in the sole determination and discretion of the Chief of Police.

The contractor shall not be responsible for any compensation for the time the police officer is away from the special duty assignment and shall have no claim for any costs or damages against the Borough, the Chief of Police or any police officer arising from the

termination of special duty assignment other than the prorated return of any costs prepaid to the Borough.

The municipality shall provide and maintain such public liability and worker's compensation insurance as will adequately protect the Municipality from claims under the applicable Worker's Compensation Act and from other claims for damages for personal property which may arise or result from the Municipality performance of this Contract.

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

Signature of Contractor/Representative

Print Name