

# Township of Hamilton Police Department

## Extra-duty Employment Agreement



### A. PROCEDURES FOR APPLICATION

An application and signed agreement for extra-duty services service must be received ten (10) days before the event at the above address, between the hours of 8:30 A.M. and 4:00 P.M. Monday through Friday. Any requests made less than ten (10) days in advance are processed with the understanding that the assignment may not be filled. Apply in person, via Fax 609-625-5903 or on line <http://www.townshipofhamilton.com>

### B. PERMIT

An Extra-duty Permit is issued when service of officers in an extra-duty capacity will be needed on a temporary or recurring basis. All applications will be reviewed by the Chief of Police or his / her designee in order to determine if the request meets all state and local ordinance requirements. The Police Department reserves the right to determine the number of officer(s) and or patrol vehicle(s) needed to cover the event / project.

**(Public Utilities are exempt from this requirement when performing emergency repairs.)**

### C. PAYMENT METHODS

Once the number of officer(s) and patrol vehicle(s) is determined, the Finance Office will provide the extra-duty employer with the total amount due. The extra-duty employer will be required to pay in full the total amount due for services which will be placed in escrow.

All extra-duty employers must pay for services before the assignment. The acceptable forms of payment are a personal / business check, cashier's check, cash, or money order. Officers can work additional hours with permission granted by the shift commander or extra duty staff. If this should occur, the

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customer must pay the additional charges the next business day at the township finance office.

To prevent this, the customer can pay for extra hours and if unused will be reimbursed.

**NO OFFICER IS ALLOWED TO ACCEPT MONIES FROM AN EXTRA-DUTY EMPLOYER FOR ANY REASON.**

### **D. INDEMNIFICATION**

Prior to the performance of services by any Township law enforcement officer, the person or entity requesting such services shall indemnify and hold the Township harmless from and against any and all losses, claims, damages or expenses, including reasonable attorney fees, arising from the performance or police-related duties by such extra-duty township police officer on behalf of such entity. Such indemnity agreement shall be in a form acceptable to the Township Attorney. ***A signed indemnification agreement must accompany this application.***

### **E. WORKERS' COMPENSATION / LIABILITY**

Prior to the performance of services by any Township law enforcement officer, the person or entity requiring such services shall provide the Township, with a certificate of insurance from a company authorized to do business in the State of New Jersey evidencing workers' compensation coverage, comprehensive general liability with policy limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability coverage. Such policies of insurance shall name the Township as an additional insured and shall remain in effect during the entire period that the officer is employed by the outside entity. ***A certificate of insurance must accompany this application.***

### **F. UNSCHEDULED HOURS**

If an officer works additional hours (i.e. makes an arrest while working extra-duty) on an extra duty assignment, the extra-duty employer is not responsible for payment of the additional costs.

### **G. OFFICER'S PAY VOUCHER**

1. The customer or designee must sign the officer's pay voucher **UPON COMPLETION** of the assignment.

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2. For large assignments (five officers or more), the extra-duty employer or designee must sign the master voucher that covers all officers on that assignment.

### **H. REFUNDS**

In cases where refunds are due, a credit or refund will be processed as requested by the customer and approved by the Finance Office.

### **I. RATE SCHEDULE**

See Ordinance #1654-2009 Section 70-16.

### **J. STAFFING REQUIREMENTS**

1. One (1) Sergeant for every 5-10 Officers
2. One (1) Lieutenant for every 2-5 Sergeants

When an event / project requires the presence of a commander or sergeant for supervisory purposes, the commander or sergeant assigned will be compensated at his / her over-time rate of pay.

If the Chief of Police or his / her designee determines that the size of the event warrants additional officer(s), the extra-duty employer will work with the extra-duty coordinator or operations commander to determine the number of officers needed for the assignment.

In cases where the extra-duty employer underestimated the need for officers, the on-site supervisor or duty supervisor may at his/her discretion notify the extra-duty employer that additional officers are needed. Whether or not the extra-duty employer was able to be notified, the additional officers may be called in and the extra-duty employer will be billed accordingly.

### **K. CANCELLATION PROCEDURES**

1. Cancellations by the extra-duty employer should be made at least 2 hours before the time the assignment begins. If the police department receives less than 2 hours notice from the extra-duty employer, (with exception of a natural disaster) the extra-duty employer will be charged and the assigned officer(s) will be compensated for 2 hours. To cancel your event / project contact police communications, (609) 625-2700 during business and non-business hours.

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**NOTE: It is the responsibility of the extra-duty employer to notify the Police Department if the business or organization will be closed for a holiday or for any other purpose when extra- duty officer(s) are normally scheduled. If customer fails to notify the Police Department that officers are not needed that day, the extra-duty employer will be charges 2 hours per assigned officer.**

2. Cancellations by the Township of Hamilton Police Department by the Shift Commander or the Extra- duty coordinator under extraordinary circumstances, if an assigned officer is unable to fulfill the assignment due to illness or injury and the Shift Commander or Extra- Duty Office is unable to obtain a substitute, the extra-duty assignment may be cancelled.

Note: The hours scheduled and not worked will be refunded.

Cancellations by the Chief of Police, in the case of a departmental need or community emergency, the Chief or his designee may cancel extra-duty permit.. The extra-duty officers would then be immediately available for service to the department.

Note: The hours scheduled and not worked will be refunded.

### **L. OFFICER NOT REPORTING FOR EXTRA DUTY DETAIL**

If an officer was scheduled to work and did not report, the extra-duty employer is required to notify police communications immediately at **(609) 625-2700** and request to speak with the shift commander / supervisor.

### **M. DISCONTINUE SERVICE**

If the Chief of Police or his designee determines that it is in the best interest of the department to discontinue extra- duty services, the extra-duty employer will be notified immediately.

### **N. SCHEDULED HOURS CHANGED**

The Police Department will try to accommodate schedule change requests if made 24 hours prior to the time of the event.

### **O. SPECIAL EVENTS**

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The Police Department reserves the right to determine what is the adequate number of security personnel and traffic personnel to staff an event.

When applicable, the Operations Commander and or Traffic Coordinator will be responsible for developing a Maintenance of Traffic (MOT) plan which will identify mandatory traffic assignments.

“Special Event” extra-duty assignments include, but not limited to events / projects:

1. That require a Township of Hamilton permit
2. Involve temporary road closures
3. Require right-of-way closures
4. Runs, walks and bike-a-thons.
5. Active traffic control – officer actively / physically engaged in directing vehicular pedestrian traffic
6. Other special events:

Township Co-Sponsored events – The cost of police personnel to maintain safety for the actual event, those officers assigned to traffic and/or crowd control, will be absorbed by the Township of Hamilton.

The extra-duty coordinator may, also arrange additional requests for police services, such as money escorts or over night security.

Non-Township Cosponsored events – The extra-duty coordinator will schedule officers to work non-township cosponsored events. The expense will be the responsibility of the event organizers.

If the event / project requires additional planning by the police department prior to the day of event / project, the administrative time will be billed at the police planning personnel’s daily hourly rate.

### **NOTICE TO EXTRA-DUTY EMPLOYER**

The extra-duty officers are at all times subject to the policies, rules and regulations governing employees of the Township of Hamilton Police Department

An extra-duty employer has no authority over police personnel and is restricted to providing only a general assignment of duties to be performed by the officer. Those rules never supersede police department policy or procedures and employers of the extra-duty officers should be so advised.

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Any conflicting rules of employers of extra-duty officers will be disregarded. The officer shall refuse to perform any duties deemed to be in conflict with the guidelines established by the Township of Hamilton Police Department.

If the extra-duty employer directs an extra-duty officer a task that is in dispute and in conflict with department policy and procedure, the extra-duty employer is to immediately contact the on-duty police supervisor.

As determined by the Department, officers may be recalled from extra-duty to on-duty status.

This permit is for law enforcement work only and does not exempt extra-duty employers from obtaining other necessary permits for this event / project.

The Township of Hamilton Police Department is **NOT** obligated to provide extra-duty services. A permit will not be issued to any person, firm, or organization whose offices, members, business, or operations are questionable or for any event of a potentially compromising nature.

Township of Hamilton Police Department officers are **NOT** permitted to receive cash from extra-duty employers for any reason whatsoever.

The undersigned extra-duty employer agrees, individually and on behalf of the named applicant, to promptly pay for extra duty services rendered. Further, the undersigned agrees, individually and on behalf of the named applicant to pay all costs, expenses and attorneys fees incurred in the collection of any sums due hereunder.

**Signature of Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***I have read and understand the "Extra Duty Conditions of Permit" and "Agreement to Extra-duty employer"***