

## AGREEMENT

**WHEREAS**, Lacey Township High School, with offices located at 73 Haines Street, Lanoka Harbor, NJ 08734 and a telephone number of (609) 971-2020 X 2043 (hereinafter referred to as “Contractor”) is desirous of retaining the services of off-duty members of the Police Department of the Township of Lacey for the conduct of private, police related activities; and,

**WHEREAS**, the Township of Lacey has established a procedure for the retention of such services as provided for in Chapter 93 of the Code of the Township of Lacey; and,

**WHEREAS**, the Township of Lacey is desirous of entering into a contract for such services in accordance with the provisions of said chapter.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises hereinafter set forth and for other good and valuable consideration the parties hereto agree as follows:

1. The contractor shall retain the services of police officers in the following private, off-duty police related activities:
  - (a) The number of officer(s) and the nature of the duties to be performed are:  
**The Minimum call out is for at least one officer for a minimum period of 4 hours for the 2023 calendar year. The type of duty will be traffic/crowd control.**
  - (b) The location of the duty performed is:  
**Lacey Township Middle/High School**
  - (c) The services of such police officers will commence at such specific times as will be mutually agreed upon on the **1st** day of **September, 2023**, at **12:00 a.m.**, and shall discontinue on the **31st** of **December, 2023**, at **11:59 pm**.

(d) Hourly rate for the Officers is at a maximum of **\$148.83** and a minimum of **\$43.51 per hour**, per officer. Rate will vary depending on which officer works. There is a minimum of a four (4) hour call in for officers. Contractor must cancel no less than two (2) hours prior to beginning of job.

2. Should the contractor wish to retain the services of additional officers, or the officers beyond the period of time aforesaid, an additional agreement shall be entered into between the contractor and the Township of Lacey with respect to such additional officers or services.
3. With the execution of this agreement, the contractor has agreed to pay in full immediately upon receipt of Invoice. The fee represents administrative costs, and the estimated cost to the Township for the services to be rendered by police officers under the terms of this agreement as calculated under the provisions of Chapter 93 of the Code of the Township of Lacey. The Township shall refund no portion of such sum to the contractor unless the contractor shall cancel this contract in writing. In such event, the contractor shall be entitled to reimbursement of the balance of such sum less the actual costs to the Township of Lacey incurred by virtue of the assignment of off-duty police officers under the terms of this agreement as calculated on the basis of Subsection C of Section 15 of Chapter 93 of the Code of the Township of Lacey.
4. The contractor agrees to maintain insurance coverage over the term of this agreement which shall include but not be limited to general liability and automobile liability insurance, and which shall name the Township of Lacey as an additional insured. Such policy shall provide for a minimum of one million dollars for anyone claim or two million dollar for any aggregate claims. Proof of such insurance coverage shall be provided to the Township prior to the assignment of any off-duty police officers under this agreement. The contractor shall provide such coverage for any and all officers, vehicles and/or equipment that are utilized in the off-duty assignment provided for in this agreement.

5. The contractor does, by virtue of this agreement, agree to indemnify and hold harmless the Township of Lacey or any of its agents, servants or employees from any and all claims or damages which may arise from the performance of any obligation provided for under this contract by the Township of Lacey or any of its agents, servants or employees, except to the extent of such party's actual negligence or willful misconduct.
6. Notwithstanding the terms of this agreement, the Chief of Police of the Township of Lacey, or his designee, shall have the authority to order any police officer engaged in off-duty assignments within the Township of Lacey under this agreement, to respond to an emergency situation. The Chief of Police, or his designee, shall have the right to order any off-duty assignment to be terminated whenever in his exclusive discretion such termination is necessary to protect the public health, safety and welfare. In the event a police officer is assigned to an emergency situation, the Chief of Police, or his designee, shall make note of said emergency situation, as well as the time said officer was removed from said assignment. In any situation where an off-duty police officer is called to an emergency situation, said person or entity shall not be responsible for the payment of the officer's hourly rate, administrative fee, or any other fees to the Township of Lacey until such time as said police officer and/or equipment returns to the assignment with the off-duty employer.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals the day and year above written.

**WITNESS:**

**TOWNSHIP OF LACEY**

\_\_\_\_\_

By: \_\_\_\_\_

Christopher Kenny, Chief of Police

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_

**Contractor**