



DEPARTMENT OF PUBLIC SAFETY

DIVISION OF POLICE

Re: Agreement and Request to Hire Off-Duty New Castle County Police Officers

Thank you for your interest in hiring a New Castle County Police Officer for your event or security concern. The process of hiring an officer begins with the steps outlined below. If you have any questions about this process, please contact Debbie Crowell at (302)395-8075 or via email at deborah.crowell@newcastlede.gov. Additional contact information for Debbie Crowell is on the attached forms.

Please complete the contract in its entirety and be sure to include the name of the individual and/or organization fiscally responsible for payment. Failure to complete the User Agreement and the Indemnification Agreement completely and properly will result in denial of service. Email your completed forms to Deborah Crowell, Secondary Employment Coordinator, at Deborah.crowell@newcastlede.gov or fax to 302-395-8225.

Upon return of the properly completed documentation, the Chief of Police and the Director of Public Safety or his/her designee(s) will review your request to determine if it fits the criteria for approval. This process may take several days, so please complete your documents promptly, and return them to Debbie Crowell.

New Castle County's policy is that all jobs must be paid in full before we will attempt to fill the position. We make no guarantee that your request will be filled. Please mail or hand-deliver your payment to:

Debbie Crowell
Secondary Employment Coordinator
Paul J. Sweeney Public Safety Building
3601 N. DuPont Highway
New Castle, DE 19720
Phone: (302) 395-8075

Once payment has been mailed or delivered, please inform Debbie Crowell so she may confirm payment and work towards filling your job. Should the hours for your job go over or below what you have paid, you will be billed or refunded the difference. Please allow thirty (30) days for the bill or the refund.



NEW CASTLE COUNTY DIVISION OF POLICE APPLICATION
AND AGREEMENT TO HIRE EXTRA-DUTY OFFICERS
USER TO COMPLETE

Hiring Organization, if applicable, parent company information and name of person or entity responsible for payment:

If a Business Entity, please provide name and address of the Registered Agent:

Contact Name: _____ Email address: _____

Billing Address of person or entity responsible for payment (If P.O. Box, must provide street address also):

City/State/Zip Code: _____

Phone: _____ Alternate Phone: _____ Fax: _____

Date of Event: _____ Estimated Length of Event : _____ Time Start: _____ Time End: _____

Address of Event: _____

Person officer(s) report to (if different from Contact Person): _____

Will this event be advertised on social media? YES NO

If yes, list site(s) and attach the ad for each _____

Is this an invitation only event with a guest list? YES NO

If yes, attach a copy of the invitation and/or guest list

Will there be a cover charge for this event? YES NO

Type of Event: _____ Estimated attendance: _____

Division of Police determines the number of officers that will be required if we accept the application. Serving alcohol: YES NO

Types of duties requested (e.g., security, traffic, fixed post): _____

USER AGREEMENT

Please check all information above for accuracy. Your signature below guarantees that you will abide by the policies of the Extra-Duty Officer Program and that you will pay all fees when billed by New Castle County. By signing this document, you assert that all information contained is true and correct. Providing false or misleading information in this document can subject you to criminal and/or civil penalties. The current rate for the Extra-Duty Officer Program is \$81.00/hour. Jobs are classified as continuous or one-time assignments. Continuous is defined as daily, weekly, or monthly, while one-time is defined as one assignment with no repeat jobs. One-time assignments require an approved contract and up-front payment prior to the job being worked. Continuous jobs require a signed approved agreement and a completed ACH debit authorization form on file. No continuous job will be scheduled until this agreement, the Authorization Agreement for Automatic Debits (ACH Debits) and the Indemnity Agreement are received.

By executing the attached *Authorization Agreement for Automatic Debits (ACH Debits)*, the continuous job user agrees that New Castle County may debit the user's bank account thirty days after invoice. The user also agrees to maintain current banking information on file with the Secondary Employment Coordinator in the Division of Police.

Officers can perform law enforcement functions only, which include but are not limited to enforcing laws and ordinances; patrol functions; responding to calls for service; giving information and assistance; making property checks; reporting and/or investigating suspicious, unusual or hazardous conditions; interviewing and taking statements from victims, suspects and witnesses; preparing reports; searching, transporting and booking prisoners. By executing the attached Indemnity Agreement, the user agrees to indemnify New Castle County for any losses or damages caused in connection with the performance of services provided pursuant to this Agreement.

New Castle County requires four (4) hours notice to cancel this Agreement; otherwise, the User is responsible for paying New Castle County the required minimum of 2 hours per scheduled officer. There is a \$35.00 charge for returned checks per New Castle County Ordinance 14.02.006. The Extra-Duty Officer Program makes no guarantee that an officer will be found to work as requested. The Division of Police may, at its discretion, cancel any or all extra-duty jobs at any time due to departmental conflicts or need.

User Name (Print)

User Signature

Date

Director of Public Safety Approval _____ Date _____

Chief of Police Approval _____ Date _____



EXTRA-DUTY ASSIGNMENT POLICIES

1. Officers can perform law enforcement functions only. The current rate for the Extra-Duty Officer Program is \$81.00/hour.
2. No job can begin until the User Agreement and Indemnification Agreement are completed, signed and returned to: Debbie Crowell, Secondary Employment Coordinator. Debbie Crowell may also be contacted at (302) 395-8075, Fax (302) 395-8225 or deborah.crowell@newcastlede.gov. In addition, jobs classified as “continuous” must also complete and return to Debbie Crowell an Authorization Agreement for Automatic Debits (ACH Form). Jobs classified as “one-time” must complete and return all of the above except the ACH Form. “One-time” jobs must provide up-front payment prior to the job being worked. Required documents and payment must be emailed, mailed and/or dropped off to:

Debbie Crowell
Secondary Employment Coordinator
Paul J. Sweeney Public Safety Building
3601 N. DuPont Highway
New Castle, DE 19720
3. We require a four (4) hour notification to cancel a job. During normal business hours (7:00 AM to 3:00 PM), verbal notification must be made to Debbie Crowell at 302-395-8075, followed up with a fax, letter, or email. Outside normal business hours, cancellation must be made to the Patrol Lieutenant’s office via phone at (302) 395-8150. Upon making contact with a police supervisor, written follow-up must immediately be provided to that individual in the form of a fax or email. If the required notice is not given, the User will be charged a minimum of two hours for each scheduled officer for the job.
4. For officer and public safety, a minimum number of officers may be required for an event. We make the determination of how many officers will be required if we accept the Application. This is not a negotiable term.
5. To ease communications, our staff will deal with one person as a primary contact. One alternate may be selected.
6. All schedule changes are to be communicated to Debbie Crowell at 302-395-8075.
7. Officers must be hired for a minimum two (2) hours for extra duty assignments.
8. For a one-time only job, a signed application/agreement and payment are due before the job will be scheduled. For continuous jobs, a signed application/agreement and a completed ACH Debits Authorization Form are required before the job will be scheduled. Thereafter, the customer’s bank account will be debited for the full amount thirty (30) days after invoice date. New Castle County will suspend any job, which goes into arrears because of insufficient funds, or any other reason.
9. Only County owned vehicles and assets may be used by officers working off-duty.
10. The New Castle County Division of Police may, at its discretion, cancel any or all off-duty jobs due to departmental conflicts or need.
11. Several types of job requests are automatically refused. The following is a non-inclusive list of those job types: the direct sale/distribution of alcoholic beverages, bail bond agencies, investigative work for insurance agencies, private investigators, private guard service (including bodyguard), collection agencies, attorneys conducting any type of investigative services, jobs outside the unincorporated areas of New Castle County, jobs involving civil matters such as, labor disputes, landlord/tenant disputes, etc.

User Name (Print)

User Signature

Date



INDEMNIFICATION AGREEMENT

_____ shall indemnify, defend and hold harmless New Castle County Delaware, its officers, employees and agents from and against any and all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of the service provided pursuant to the User Agreement.

User Name (Print)

User Signature

Date



AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBITS (ACH DEBITS)

_____ (Person or Hiring Organization) hereby authorizes New Castle County, hereinafter called NCC, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries made in error to the bank account indicated below, and authorize the depository named below, hereinafter called Depository, to debit and/or credit the same to such account in amounts that range between \$_____ and \$_____.

DEPOSITORY NAME _____ BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____ ACCOUNT NO. _____

This authority is to remain in full force and effect until NCC has received written (may be in fax or email form) notification from _____ (Person or Hiring Organization) of its' termination in such time and in such manner as to afford NCC and Depository a reasonable opportunity to act on it.

NAME _____
(PLEASE PRINT)

NAME _____
(PLEASE PRINT)

SIGNED _____

SIGNED _____

DATE _____

DATE _____

***** ATTACH A VOIDED CHECK ***