

☒ APPROVED

Per Comments
Below

130300

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
Feb. 2018
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 12/13/17
Contact Name (Person Overseeing the Contract): MICHAEL WINGATE Telephone Number: 904-336-6918
School/Department Submitting Contract: C+I
Vendor Name: Clay County Sheriff's Department/OFFICE
Contract Title: "Secondary Employment Contract"
Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐
Date Original Contract Approved: _____ Prior Year's Pricing: _____
Contract Term: 1-year (January 1, 2018 - December 31, 2018) Renewal Option(s): _____
Contract Cost: \$40,000 Payment Schedule (Are the payments made monthly, when task is finished, etc): _____
Funding Source: 9007
0100 - 3900 = 390 - 1680

Strategic Plan Tie-in Explanation: THE DISTRICT BUDGETS \$40,000 EACH YEAR TO HELP
THE SECONDARY SCHOOLS COVER THE COST OF SECURITY AT ATHLETIC EVENTS. HIGH SCHOOLS ARE
BUDGETED \$4000 EACH YEAR, WHILE JUNIOR HIGHS ARE BUDGETED \$1000. SECURITY AT THESE
EVENTS IS CRITICAL. THE RENTAL RATE HAS INCREASED TO \$30 PER
HOUR (FROM \$26). THIS WILL BE A FINANCIAL HARDSHIP FOR
THE DISTRICT AND/OR SCHOOLS.
Background/Discussion/Research/Alternatives: _____

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED If more space is needed, please attach Word document.
☒ Completed Contract Review Form
☒ Original Contract and all Terms & Conditions that apply with the Contract
☒ SIGNED SBCC Addendum A *
*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)
☐ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum (If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless Form. If they are not exempt, they must provide Workers' Compensation COI.

Approvals		Comments
Superintendent:	Approved	Denied
Review Date:	<u>1/11/18</u>	
District Attorney:	Approved	Denied
Review Date:	<u>1/11/18</u>	
Information & Technology:	Approved	Denied
Review Date:	<u>1/11/18</u>	
Finance:	Approved	Denied
Review Date:	<u>1/11/18</u>	
Insurance Certificate:	Approved	Denied
Review Date:	<u>1/15/18</u>	
Purchasing:	Approved	Denied
Review Date:	<u>12/18/2017</u>	

Final Draft
OK'd per Chris Isais email 1/17/18
No mention of who covers W/C \$
No COI - OK as govt entity
Same Contract as prior year except:
(A) Rate increased from \$26.00 to \$30.00
(B) Remit payment time from 30 to 10 days
(C) Rate increase from \$30 to \$34
I would recommend changing (B) back to 30 days
changed on Final Draft 1/17/2018

however wording could be
2nd employer which gives
us the obligation. Prefer to
be sub contract.



**CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY FLORIDA
SECONDARY EMPLOYMENT CONTRACT - GOVERNMENT**

**The following is an agreement between the Clay County Sheriff's Office and
Clay County School Board**

GOVERNMENTAL UNIT

This agreement governs the hiring of off-duty deputy sheriffs by a unit of local government (hereinafter "secondary employer"). As part of this agreement, in addition to the duties requested by the secondary employer, the secondary employer acknowledges and authorizes deputy sheriffs of the Clay County Sheriff's Office ("CCSO") to act as an agent for the governmental unit for the purpose of issuing trespass warnings, while employed in a secondary employment capacity.

It is agreed that any actions taken by a Deputy Sheriff engaged in secondary employment will be consistent with Florida Statutes Section 30.2905 and CCSO General Orders and Standard Operating Procedures. The CCSO Secondary Employment Coordinator will determine the minimum number of deputy sheriffs required for a secondary employment detail, in order to ensure the safety of the deputy and to safely perform the requested duties.

I. WORKER'S COMPENSATION

The secondary employer is NOT required to provide worker's compensation coverage for a deputy sheriff engaging in secondary employment; as such coverage is provided by Clay County Board of County Commissioners.

II. BILLING AND PAYMENT

- A. The secondary employer will pay each deputy sheriff providing services directly at the rate of \$30.00 per hour. The minimum number of hours that can be contracted for is 3 hours.
- B. A secondary employer that employs deputy sheriffs on a permanent basis will also pay a monthly scheduling fee per CCSO operating procedures. This fee will be paid to the Sheriff's Office and is based on total number of man hours scheduled per month. The Sheriff's Office will be compensated at \$25.00 per hour based on the following formula:
 - 1. 0-15 hours scheduled per month = 1 hour schedule fee at \$25.00 per hour (\$25.00)
 - 2. 16-25 hours scheduled per month = 3 hours schedule fee at \$25.00 per hour (\$75.00)

3. 26-50 hours scheduled per month = 4 hours schedule fee at \$25.00 per hour (\$100.00)
4. 51-75 hours scheduled per month = 5 hours schedule fee at \$25.00 per hour (\$125.00)
5. 76-150 hours scheduled per month = 10 hours schedule fee at \$25.00 per hour (\$250.00)
6. 151-699 hours scheduled per month = 15 hours schedule fee at \$25.00 per hour (\$375.00)
7. 700 + hours scheduled per month = 20 hours schedule fee at \$25.00 per hour (\$500.00)

The CCSO Fiscal Section will bill the secondary employer directly each month and the secondary employer will have **thirty (30) business days** from invoice date to remit payment. The invoice with supporting documents will detail the scheduled events and the number of man hours assigned to the detail. CCSO reserves the right to suspend secondary employment services to individual secondary employer schools that fail to comply with payment for services. Service will be restored once payment is made.

The secondary employment coordinator will be responsible for the scheduling and administrative matters related to this contract. The secondary employer will be notified by the secondary employment coordinator, if the scheduling supervisor changes.

III. CANCELLATION OF SERVICES

Secondary employer agrees that 24 hour notice is required to cancel requested services. Services cancelled less than 24 hours in advance will require a payment for three hour's service. Notice maybe provided by contacting the scheduling supervisor or, in his/her absence, the secondary employment coordinator. Cancellations must be made in writing on school letterhead and delivered to the office of the Juvenile Crime Unit, 2300 Kingsley Ave., A wing, within the (24) hour period. If circumstances exist where the secondary employer cannot deliver the notice, a school administrator or staff member shall communicate directly with the scheduling law enforcement supervisor. The Deputy Sheriff assigned to the school will not be used for this notification.

IV. REQUEST FOR SECURITY SERVICES

A (36) hour notification for service must be made for the security request. The request must be in writing and on official letter head. The request must be received in the office of the Juvenile Crime Unit within the (36) hour notification time period for scheduling of services.

V. MANPOWER ALLOCATION

An event requiring five (5) or more members at any one time will require the assignment of a supervisor of the rank of Sergeant or above. Any additional requirement of personnel above the designated number of 15 will require an additional supervisor in accordance with the Sheriff's Office policy requiring that no supervisor will command more than 15 personnel. Under these circumstances, when a supervisor is required for an assignment, the supervisor will be compensated at the rate of \$34.00 per hour.

VI. SCHOOL SPONSORED EVENTS DEFINED

After school activities is defined as football, baseball, basketball, wrestling, soccer, volleyball, softball, dances, festivals, pep rallies, parent faculty meetings, school board meetings, school board work shop meeting, security of school facilities during holidays, high school graduations or any function that is not part of the normal school day.

VII. PRIMARY DUTY AND OBLIGATION DURING EMERGENCIES

The secondary employer understands that deputies have a primary duty, obligation, and responsibility to the Clay County Sheriff's Office. Deputies are subject to call at any time for emergencies, special assignment, or overtime duty and no secondary employment will infringe on this obligation. In the event a deputy is called out from an event the scheduler will make every effort possible to replace the position if all possible.

VIII. DUTIES TO BE PERFORMED

It is agreed that the deputy/deputies hired will perform the following duties: Deputies will enforce the criminal laws of the State of Florida, and Clay County Ordinances. Remove persons from the property at the request of school officials and issue trespass warnings. Make physical checks of premises.

IX. DUTIES NOT RELATED TO LAW ENFORCEMENT FUNCTION

Deputies are prohibited from personally transporting or handling money. They will not be used as enforcers of the Student Code of Conduct or as ushers at events. They will only perform functions that are enforceable in State Statute or County Ordinances.

X. COMPLIANCE WITH STATE AND LOCAL FIREMARSHALL CODE

The secondary employer agrees it will comply with all State and Local fire codes as they pertain to spectator safety and capacity set numbers for buildings and stadiums.

This contract is effective from January 1, 2018 through December 31, 2018.

Signature of Secondary Employer

Signature of Sheriff/Undersheriff

Printed Name of Secondary Employer

Date: _____

Date: _____

CLAY COUNTY SHERIFF'S OFFICE

SECONDARY EMPLOYMENT APPLICATION

Please complete the below application. Fields marked * are required.

APPLICANT INFORMATION			
Business/Organization Name:			
* Applicant's Name:			
* Address:			
	City:	State:	Zip:
* Phone: (Area Code and Number)		Fax:	

CONTACT PERSON	LOCATION OF JOB	EVENT
* Contact Person:		
	First Name (Fill In Above)	MI. Last Name (Fill In Above)
* Phone (Area Code and Number)		
Cell (Area Code and Number)		
* Job/Event Location (Address)		
	City:	State: Zip:

BILLING & ACCOUNTS PAYABLE			
* Contact Person:			
	First Name (Fill In Above)	MI.	Last Name (Fill In Above)
* Federal ID#			SSN:
(You must provide either a Federal ID # or a SSN)	Business/Organization Applicants		Non-Business Applicants
* Billing Address:			
	City:	State:	Zip:
* Phone: (Area Code and Number)			Fax:
E-Mail Address:			