

**CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY FLORIDA
SECONDARY EMPLOYMENT CONTRACT
LOCAL GOVERNMENTAL UNITS**

**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 \$23.00 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 an assigned scheduler and is based on total number of man hours scheduled per month. The fee for this detail is paid to the supervisor who is responsible for the scheduling and administrative matters related to this contract. This payment will be made each month directly to the scheduling supervisor. The scheduling supervisor for this agreement is Sgt. Mark Ottervanger. The scheduler will be compensated at \$23.00 per hour based on the following formula: 0-75 hours-5 hours scheduling fee, 76-150 hours-10 hours scheduling fee, 151 or more

hours 15 hours scheduling fee. At the end of each month the scheduler will submit an invoice to the secondary employer purchasing department for payment. The report will detail the scheduled events and the number of man hours assigned to the detail. The secondary employer will be notified by the secondary employment coordinator if the scheduling supervisor changes. Payment for all services will be paid within 10 business days. 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.

III. CANCELLATION OF SERVICES

Secondary employer agrees that 24 hours 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 may be 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) 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 \$27.00 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, 2011 through December 31, 2011.

Signature of Governmental Unit Representative

Col. Craig D. Allred (FOR)
Rick Beseler, Sheriff

Date: _____

Date: 01/26/11

Name of Clay County Sheriff's Office Employee: Mark H. Ottervanger