



City of Green Cove Springs
Police Department



Office of the Chief of Police
Robert A. Musco
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Green Cove Springs Police Department
City of Green Cove Springs
Secondary Employment Agreement

The following is an Agreement between the Green Cove Springs Police Department and the

Clay County School Board

This Agreement governs the hiring of off-duty Police Officers by a unit of local government ("Secondary Employer"). As part of this Agreement, in addition to the duties requested by the Secondary Employer, the Secondary Employer acknowledges and authorizes Police Officers of the Green Cove Springs Police Department ("GCSPD") to act as an agent for the governmental unit for the purpose of issuing Trespass Warnings, while employed in a secondary employment capacity.

The GCSPD Operations Lieutenant or designee will determine the minimum number of Police Officers required for secondary employment detail, in order to ensure the safety of the Officer 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 Police Officer engaging in secondary employment: as such coverage is provided by the City of Green Cove Springs.

II. Billing and Payment

The Secondary Employer will pay each Police Officer providing services directly at the rate of \$25.00 per hour. The minimum number of hours that can be contracted for is three (3) hours.

A Secondary Employer that employs Police Officers on a permanent basis will also pay a monthly scheduling fee per GCSPD operating procedures. This fee will be paid to the GCSPD Scheduling Coordinator and is based on total number of man-hours scheduled per month. The GCSPD Scheduling Coordinator will be compensated at \$25.00 per hour based on the following formula: 0-75 hours = 5 hours scheduling fee, 76-150 hours = 10

hours scheduling fee, and 151 hours or more = 15 hours scheduling fee. The GCSPD Scheduling Coordinator will bill the Secondary Employer directly each month and the Secondary Employer will have 10 business days from the date of the invoice to remit payment. The invoice, along with supporting documents, will detail the scheduled events and the number of man-hours assigned to the detail. The GCSPD 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 the payment is made. The GCSPD Scheduling Coordinator will be responsible for the scheduling and administrative matters related to this Agreement. The Secondary Employer will be notified in the event a change is made by the GCSPD Scheduling Coordinator.

III. Cancellation of Services

The 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 (3) hours of service. Notice may be provided by contacting the GCSPD Scheduling Coordinator or, in his/her absence, the GCSPD Operations Lieutenant. Cancellations must be made in writing on School letterhead and delivered to the Green Cove Springs Police Department, 205 Spring Street, 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 GCSPD Scheduling Coordinator. The Police Officer 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. This request must be in writing and on School letterhead. The request must be received in the office of the GCSPD Operations Lieutenant 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. Any additional requirement of personnel above the designated number of 15 will require an additional Supervisor. Under these circumstances, when a Supervisor is required for an assignment, the Supervisor will be compensated at the rate of \$29.00 per hour.

VI. School Sponsored Events

After school activities is defined as football, baseball, wrestling, soccer, volleyball, softball, dances, festivals, pep rallies, parent facility meetings, School Board meetings, School Board workshop meeting, security of school facilities during holidays, 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 Police Officers have a primary duty, obligation, and responsibility to the Green Cove Springs Police Department. Police Officers are subject to call at any time for emergencies, special assignments, or overtime duty and no secondary employment will infringe on the obligation. In the event a Police Officer is called out from an event, the GCSPD Scheduling Coordinator will make every effort possible to replace the positions, if at all possible.

VIII. Duties To Be Performed

It is agreed that the Police Officer(s) hired will perform the following duties: Police Officers will enforce the criminal laws of the State of Florida and City of Green Cove Springs Ordinances, remove persons from the property at the request of School Officials, issue Trespass Warnings, and make physical checks of premises.

IX. Duties Not Related to Law Enforcement Function

Police Officers 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 City Ordinances.

X. Compliance with State and Local Fire Marshall Code

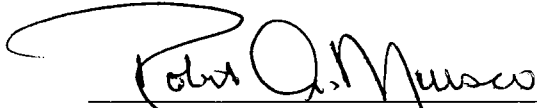
The Secondary Employer agrees it will comply with all State and Local fire codes as they pertain to spectator safety and capacity set numbers for buildings and stadiums.

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This Agreement is effective January 3, 2014 through December 31, 2014.

Clay County School Board

Date



Robert A. Musco, Chief of Police


02/04/2014
Date



Danielle J. Judd, City Manager

2/4/14
Date

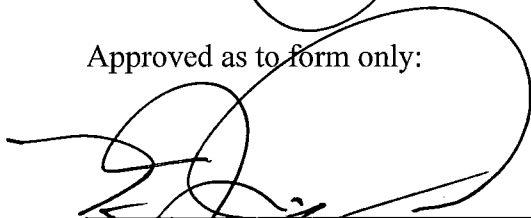
Attest:



F. Lee Bentley, City Clerk

02-04-2014
Date

Approved as to form only:



L. J. Arnold, III, City Attorney

2/4/14
Date