



## CITY OF GULFPORT SPECIAL DUTY AGREEMENT FOR POLICE SERVICES



### **I. PURPOSE**

This agreement is in accordance with Police Department Written Directive 109 governing off duty and extra duty employment of Gulfport Police Officers. It is in the best interest of the City of Gulfport to ensure that its resources are used fairly and equitably and to this extent, the following agreement for extra duty services has been established.

### **II. AGREEMENT**

Requestors may request a certain number of employees, but the City reserves the right to require additional personnel as may be required for safety and operational integrity.

The charges for services shall be as follows:

- |  |                  |
|--|------------------|
| 1. Police Officer:   | \$49.00 per hour |
| 2. Police Supervisor (if four or more officers,<br>or in certain circumstances): | \$59.00 per hour |

Requests for off-duty police services require advance notice. Requests submitted fewer than ten business days before the event may not be honored.

The minimum charge for any extra duty agreement shall be two hours per employee for any detail.

Depending on the total dollar amount and the requestor's history of business with the city, full or partial payment may be required in advance. Any remaining balance will be invoiced by the Gulfport Police Department, and payment is due upon receipt. Failure to pay the invoice may result in prohibition of the requestor from participating in future extra duty agreements as well as any civil action allowed by law.

### **III. CANCELLATION**

The City may cancel the agreement at any time with or without notice if deemed in the best interest of the City.

The Requestor may cancel the agreement or change service hours by contacting the Police Department 24 hours in advance of the time of service.

Failure to cancel within 24 hours advance notice may result in the Requestor being billed for a two-hour minimum charge, per employee.

#### IV. STATUS OF PERSONNEL PERFORMING SPECIAL SERVICES

City employees performing special services under the terms of this agreement shall be deemed to be on duty as representatives of the City of Gulfport, and their principle responsibility shall be to the City and to the general public. Any special assignment under this agreement shall terminate in the event of an emergency; a situation to which the special duty employee deems it is appropriate to respond for public safety; or in any situation where the special duty employee is ordered by a supervisor to terminate the special duty assignment and respond to a matter affecting the general public. In the event of such an interruption, the Requestor will not be required to pay for any time the employee is not actually working the extra duty services.

The Requestor understands that the City assumes no liability for any damages resulting from the services performed by the special duty employee in connection with duties under this agreement. In the event a special duty employee's services are interrupted for the aforementioned reasons, it is understood that the City shall assume no liability for any damages that may occur during the suspension of services.

#### V. EXTENT OF AUTHORITY

City employees performing special services under the terms of this agreement are bound by city and police department policies and procedures, and they must conduct themselves accordingly at all times. The responsibilities and authority of these employees is limited by these policies as well as state and federal laws. Although it is not an exhaustive list, the **following are some examples that would exceed employees' authority and are considered prohibited:**

- a. Handling cash
- b. Distribution of alcoholic beverages
- c. Stopping, detaining, or searching persons who are not suspected of violating the law
- d. Directing traffic or enforcing traffic regulations on private property that is not open to the public
- e. Enforcing rules or policies that are not otherwise regulated by law

**VI. REQUESTOR INFORMATION**

Business or organization name\_\_\_\_\_

Contact person name\_\_\_\_\_

Phone #\_\_\_\_\_ Email\_\_\_\_\_

Address\_\_\_\_\_

(Street) (City) (Zip)

Billing Address\_\_\_\_\_

(If different from above address)

Alternate Contact Person\_\_\_\_\_ Phone\_\_\_\_\_

Description of duties requested:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Extra Duty Date(s):

Day/Date\_\_\_\_\_ Hours From\_\_\_\_\_ To \_\_\_\_\_

Number of officers requested:\_\_\_\_\_

Please be advised that the police department may require additional officers, supervisors, and/or vehicles to ensure appropriate and safe conditions. You will be notified of any changes to your request before the resources are scheduled.

**I have read and understand this document, and I agree to the terms and conditions.**

\_\_\_\_\_  
**Requestor Signature** **Date**

**VII. POLICE DEPARTMENT REVIEW (to be completed by police department staff)**

- 1. Are the requested services lawful and in compliance with applicable policies? YES NO
- 2. Is the number and type of personnel requested by the contractor sufficient to perform the required duties? YES NO
- 3. Does the Gulfport Police Department have the resources required to perform the requested duties? YES NO

If the answer to any of the above questions is "NO," provide an explanation:

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This extra duty detail will require the following resources:

\_\_\_\_\_ Police Officers @ \$49.00/hr X \_\_\_\_\_ hours = \$ \_\_\_\_\_

\_\_\_\_\_ Police Supervisors @ \$59.00/hr X \_\_\_\_\_ hours = \$ \_\_\_\_\_

**Total for Services Required** \$ \_\_\_\_\_

If this total represents more resources than requested, the contractor must be notified. Indicate the date, time, and name of employee making such contact, if required:

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\_\_\_\_\_  
Police Services Supervisor                      Date

\_\_\_\_\_  
Police Operations Commander                      Date

\_\_\_\_\_  
Police Chief    Date

**VIII. SCHEDULED PERSONNEL (to be completed by police services supervisor or designee)**

Once this agreement has been approved by the Chief or his designee, the Police Services Supervisor shall arrange scheduling of required personnel. In making the police assignments, a rotation list as described in written directive 109 shall be used.

Police Resources Assigned:

Date: \_\_\_\_\_ Time (from/to): \_\_\_\_\_

Supervisor \_\_\_\_\_

Officer \_\_\_\_\_

Officer \_\_\_\_\_

Officer \_\_\_\_\_

Officer \_\_\_\_\_

Officer \_\_\_\_\_

Officer \_\_\_\_\_

Officer \_\_\_\_\_

Officer \_\_\_\_\_

Vehicles/Vessel needed: \_\_\_\_\_

\_\_\_\_\_

Upon completion of scheduling and notification to affected employees, forward to the office of the chief of police for processing.