



Town of Swansboro

Event Application Packet

Friendly City by the Sea • Established 1783



Swansboro Parks and Recreation

Updated 1-12-23

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The time has come to apply for your special event! We would like to thank you for your interest in the Swansboro Parks and Recreation Facilities/Parks to host your awesome function. Here we emphasize safety as well as fun and active events. Planning can be a challenge but the increased time you spend ironing out the details the better chance you will have of a successful and enjoyable event for you and those attending. Outside of this application you may contact the Swansboro Recreation Department at (910)326-2600 regarding any other concerns you may have about this process.

This Application is required in any of the following circumstances:

- Your event has the potential for 200 people or more to attend
- Your event involves security, Town indoor facility use, or Town Park use
- Your event anticipates the need for special traffic control or police presence and/or support
- Your event involves dispensing or sale of alcoholic beverages (indoor facilities only)
- Your event involves the sale of items on public property
- Your event is advertised as "Open to the Public" (Concerts, Festivals)
- Your event has an open registration (Races/Tournaments)

****This application must be completed and turned in at least 45 days prior to your special event****

Section 1: Event Introduction/On-Site Info.

| | |
|----|---|
| 1. | Event Name _____ |
| 2. | Organization Sponsor _____ |
| 3. | Event Date _____ |
| | Time Start _____ Time End _____ |
| | Has your event been held previously? Yes/No |
| | If so, where and when? _____ |
| 4. | On-site Person Responsible: |
| | Name _____ |
| | Home Address _____ |
| | E-mail _____ Phone _____ |
| 5. | Facility/Park Requested _____ |
| 6. | Brief Event Description _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |

7. Expected attendance _____
8. Describe any admission fees and/or items to be sold/distributed _____
- _____
- _____
- _____
- _____
- _____

Section 2: Services Required/Outside Items

1. Describe plans for clean-up _____
- _____
- _____
2. Will extra trash receptacles be necessary? Yes ___ # ___ No ___
- Refuse Removal: Town Staff will work with applicant for extra trash removal based on event. An additional fee may be applied for this service. **How much, add to fee schedule**
3. Describe how you propose to control parking and traffic at the event. How many people do you plan to provide or hire to accomplish these functions? Will you need to incorporate road closures or use barriers? _____
- _____
- _____
4. Will First Aid be provided? Yes ___ No ___
- If so, by whom? _____ Medical Certification Level _____
5. List any other required services you may need _____
- _____
6. Will you utilize temporary structures (i.e., tents, concession stand, stage)? If yes, describe each type and planned location. _____
- _____
- _____

Will a tent or overhead canopy larger than 400 sq. feet be erected at this event? Yes___ No ___

****A temporary tent or canopy larger than 400 sq. feet requires a permit and inspection from the Town of Swansboro in order to be used at the event.**

7. Do you plan to provide additional portable restrooms? Yes ___ No ___

If yes, how many? _____ where? _____

8. Will there be vendors at your event? Yes ___ No ___

What type of vendors will be at your event? (food vendors, craft vendors, etc.) _____

*All additional required vendor information can be found under the 'Events with Vendors' portion of this application.

9. Alcohol:

** Alcohol sale and consumption is strictly limited to indoor facilities **ONLY!** **

Will alcoholic beverages be sold at the event? Yes ___ No ___

If yes, what facility are you planning to use? Recreation Center ___ Town Hall ___

Park (list park) _____

In order to serve alcohol an ABC permit is required. Whose name will be on the license?

Name _____ Home Phone _____

Address _____

Is the vendor a licensed liquor establishment? Yes ___ No ___

Contact person _____

Work Phone _____ Home Phone _____

Address _____

How will the liquor be dispensed? _____

How will admission to the beer/liquor area be controlled by age? _____

10. Describe Security proposal for the event _____

**If security arrangements are deemed inadequate by the Police Chief, the applicant shall be REQUIRED to employ law enforcement officers through the Swansboro Police Department.

Section 3: Guidelines/Cancellations/Vendors

Town of Swansboro defines an 'Event'- Any organized gathering for the purpose of entertainment, fund-raising, or celebration activities, which is not sponsored by the Town. Events shall include, but not be restricted to, parades, festivals, fairs, dances, exhibitions, or shows of any kind held on public right-of-way or involving the use of Town property or personnel.

Event Guidelines:

- A Major Event, for these purposes, is defined as one which, in the opinion of the Swansboro Parks and Recreation Department, will necessitate special concerns or accommodations because of its nature.
- A Major Event may be scheduled by any individual or group, for paid fees and charges (see fee schedule attached) as agreed upon in this document.
- A Major Event shall follow all State and Local laws, including Town of Swansboro Ordinances and aforementioned fee schedule.
- The Event Organizer is responsible for contacting the Swansboro Parks and Recreation Department to request a reservation for the event.
- The Event Organizer will be responsible for completion of all forms and payment of all fees to the Swansboro Parks and Recreation Department prior to confirmation of the event schedule. All events must be confirmed and all paperwork in place at least 45 days prior to the event date. Marketing is not allowed until contract is signed and approved.
- The Event Organizer shall meet with the Swansboro Parks and Recreation Director and/or Public Works Director, Town Manager, for the purposes of coordinating logistics. This meeting is required.
- The placement of tent stakes, anchors, or any other objects into the ground may only be permitted in certain areas, and with a permit. These locations must be approved in advance by the Swansboro Parks and Recreation Parks Director and/or Public Works Director
- For events involving animals, the event sponsor will be responsible for being in compliance with specific rules, County Guidelines, and ordinances of the Town of Swansboro. All animals, at their respective events, must adhere to reservation and permit allowances. Under no circumstances will dogs/animals be allowed to perform attack or protection activities in Town of Swansboro operated facilities. All dogs must be on leashes at all times.
- The Event Organizer may request to display banners or signs advertising the event within the facilities. These requests will be reviewed and approved/disapproved on a case-by-case basis. Approved banners/signs will be placed in locations designated by the Parks Director. The Event Sponsor is responsible for erecting banners/signs and for removal of same at the conclusion of the event. Reference the banner application for more information on displaying banners/signs
- Absolutely, no nails, staples, or tape should be used for the inside facilities in order to hang decorations.

- The Event Organizer assumes all responsibility for any licenses, fees, permits, etc. that may be required for the operation of a concession stand and vendors. Responsibility for proper sanitary conditions will be maintained and assumed by the group.
- TOWN and Event Organizer agree that the Event Organizer is an independent contractor and shall not represent itself as an agent or employee of TOWN for any purpose in the performance of event sponsor's operations. Accordingly, event sponsor shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of Sponsor's activities. Taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes. Event Organizer, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- The Event Organizer must be present at all times during the event and have all necessary permits and paperwork.
- Use of the facility is only for the times and dates listed on the permit, and the site must be vacated by the end of the contracted rental time. The facility will be made available at the beginning of the contracted rental time.
- The Event Organizer must provide reasonable accommodations to persons with disabilities, in strict accordance with the Americans with Disabilities Act. Accordingly, the Event Organizer will not exclude anyone from participation in, deny anyone the benefit of, or otherwise subject anyone to discrimination because of the person's race, origin, gender, or sexual orientation.
- The Event Organizer must ensure that all vendors, rental companies, etc. comply with the time limits, parking restrictions, and all other facility/park regulations.
- The Event Organizer is responsible for all damages and/or injuries to persons or property resulting from inadequate supervision or carelessness on the part of the renter. The building and grounds will be inspected prior to and after use by Town of Swansboro staff to determine condition and potential damage charges. Damages will be billed to the Event Organizer.
- The event or festival shall secure liability insurance effective during the course of the festival or event. The kind of insurance required shall include but not be limited to comprehensive general liability including: personal injury and blanket contracting.
- **MINIMUM EVENT INSURANCE REQUIREMENTS:** Attach certificate of liability insurance to this form. Town of Swansboro must be listed as the Certificate Holder. Event should carry at a minimum \$1,000,000 general liability coverage.

Cancellations:

- Cancellations must be received in writing, either by mail, fax, or e-mail. No telephone cancellations will be accepted.

Cancellation 14 days in advance.....full refund of fees
 Cancellation at least 48 hours in advance.....refund of fees, less than 2 hours of use
 Cancellation less than 48 hours in advance.....no refund of fees

Note: Cancellations due to **severe weather systems** (storms, hurricanes, natural disasters) or facility damage/closure, will be rescheduled on the first available date of the customer's choice or fee returned in full.

Events with Vendors

Events Involving Food Vendors:

- Event organizer having food vendors at event, must adhere to Swansboro Parks and Recreation's food vending policies. Event sponsor is required to submit an event application to the Onslow County Health Department for special event application.
- Event sponsor is responsible for electrical outlets, **\$25 per outlet(fee schedule)**, to be paid prior to the event. All food vendors requiring electricity shall be reviewed with the department prior to the event.

Food Vendor Requirements: Please ensure that all food vendors adhere to these requirements

Food vendors MUST obtain permits from the Onslow County Health Department. Food sites will be examined and must receive a permit prior to the event. Food vendors will be examined throughout the event. Please direct temporary food permit questions to:

Onslow County Health Department
312 College Street Jacksonville, NC 28540
Phone: (910)938-5851

- **All food vendors must provide a Certificate of Liability Insurance upon registration with vendor application-** Attach certificate of liability insurance to this form. Town of Swansboro must be listed as the Certificate Holder. Vendor should carry at a minimum \$1,000,000 general liability coverage.
- All food vendors must display Health Department permits (18"x24") on the front of their booth along with all menu items and prices.
- Per the National Electric Code (NEC), all temporary wiring installations shall be provided with ground-fault circuit interrupters (GFCI). This means all available receptacles at the festival will be GFCI protected. All vendor wiring, including drop cords, should be checked for proper polarity and continuity of ground conductors. Please test all your equipment before arriving at the festival, as no exceptions will be made. All cords must be secured/covered as so they are not a trip hazard for patrons.

Regulations:

- Electrical outlets are limited and are only available at some locations. These outlets are available on a first come first serve basis. To ensure adequate power, you must provide total voltage and number of amps your equipment draws with this application. Please include all types of equipment you will be using. It is strongly recommended you bring a generator as a backup. Power strips are not allowed.
- Booths must be neat in appearance. Please leave your space clean at the end of each day. Booths must be manned at all times during event hours.
- Vendors are encouraged to bring their own garbage containers. Do not pour grease, oil, dirty water, food debris, hot coals, or other waste on the ground, in public trash receptacles or down street sewer pipes.
- Vendors are required to handle their own NC state sales tax.
- Any vendor failing to meet all requirements and regulations shall be subject to removal from event area.
- The Town of Swansboro will not be responsible for damage to personal property during this event.

Insert park and rental policies here

Agreements/Statements

Applicant acknowledges and agrees that after the event, all Parks and Recreation facilities/parks affected by the use requested on this application shall be thoroughly cleaned of all rubbish and other debris. If the applicant fails to clean up within 24 hours after conclusions of the event, the department head shall authorize the work to be done at the expense of the applicant.

Applicant Signature_____

HOLD HARMLESS STATEMENT AND AGREEMENT

Submission of application indicates that participant hereby indemnifies and shall defend and hold harmless the Town of Swansboro, their employees, and their volunteers from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the participant's participation in the Festival, including those arising from damage to property or injury to or death of participant, its customers, volunteers, employees, or subcontractors, whether arising before, during, or after the Festival and in any manner directly or indirectly caused, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of participant or its customers, volunteers, employees, agents or subcontractors.

Further, that the participant releases the Town of Swansboro from any and all liability for loss or damage to property and merchandise used or sold by the participant in the operation of the booth due to theft, fire, storm, flood, and damages through any force of nature or otherwise.

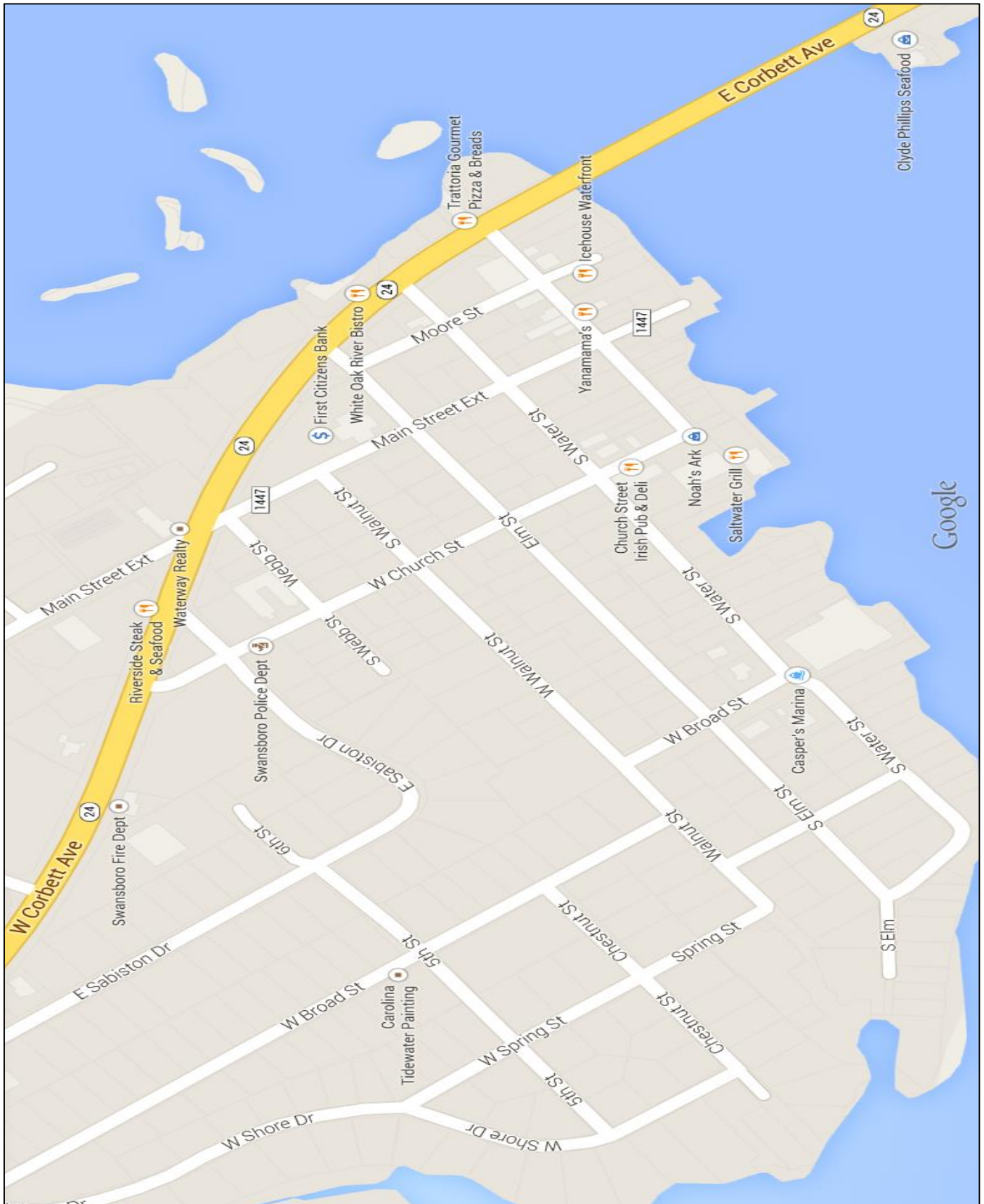
The participant grants the Town of Swansboro permission to use any photographs, motion pictures, videos, recordings or any other record of participation in the Festival.

Applicant Signature

Date

****Please provide a map showing the festival/event area**

A sample map has been provided for your convenience



THIS PAGE TO BE COMPLETED BY TOWN STAFF

Copies of application to:

| Position | Comments/Concerns |
|------------------|-------------------|
| P&R Director | |
| Police Chief | |
| Fire Chief | |
| Town Admin. | |
| Code Enforcement | |
| Public Works | |
| Water/Sewer | |

Date Received _____ Date Paid _____

Fees Required _____

Electrical Outlets _____

Park Attendants _____

Estimated Attendance _____

Notes _____

COMMUNITY EVENT BANNER APPLICATION

DATE: _____ PERMIT#: _____
APPLICANT/ORGANIZATION NAME: _____
CONTACTPERSON: _____ PHONE: _____
MAILING ADDRESS: _____
PROPERTY LOCATION(s): _____
DIMENSIONS OF BANNER/PENNANT/FLAG(S): _____
DESCRIPTION OF MESSAGE: _____
ESTIMATED COST OF BANNER/PENNANT/FLAG(S): _____
OF DAYS DISPLAYED: _____ DATE TO BE TAKEN DOWN: _____

PER ARTICLE 16, SECTION 16-5 OF THE UNIFIED DEVELOPMENT ORDINANCE, TEMPORARY BANNER AND POST-MOUNTED SIGNS FOR TOWN-APPROVED FESTIVALS AND FOR EVENTS SPONSORED BY NON-PROFIT ORGANIZATIONS SUCH AS CIVIC GROUPS, CHURCH ORGANIZATIONS, SCHOOLS, AND GOVERNMENT AGENCIES, PROVIDED THAT THEY ARE LOCATED IN BUSINESS, OFFICE AND INSTITUTIONAL, OR GOVERNMENT ZONING DISTRICTS NC 24 OR MAJOR THOROUGHFARES AND THE FOLLOWING CONDITIONS ARE MET:

- 1) DEVICES (SIGNS AND BANNERS) ARE NOT INSTALLED MORE THAN FOURTEEN (14) DAYS PRIOR TO EVENT AND ARE REMOVED WITHIN TWO (2) DAYS OF EVENT'S END.
- 2) NO MORE THAN EIGHT (8) DEVICES ARE ALLOWED FOR THE SAME EVENT AT ONE TIME.
- 3) DEVICES ARE NOT PLACED IN RIGHTS-OF-WAYS AND ARE PLACED ONLY WITH THE PERMISSION OF THE PROPERTY OWNERS.
- 4) UNSAFE CONDITIONS ARE NOT CREATED, AND DEVICES ARE NOT PLACED IN UNSAFE LOCATIONS.
- 5) SIGNS AND BANNERS ARE NOT DISPLAYED ABOVE A HIGHWAY WITHOUT TOWN AND NCDOT APPROVAL IN WRITING.
- 6) SIGNS AND BANNERS ARE NOT PLACED WITHIN THE HISTORIC DISTRICT UNLESS ALONG HIGHWAY 24.
- 7) THE MAXIMUM SIZE FOR EACH SIGN OR BANNER IS 32 SQUARE FEET. THE MAXIMUM HEIGHT SHALL NOT EXCEED SIX FEET.
- 8) PORTABLE SIGNS, INCLUDING TRAILER OR VEHICLE-MOUNTED SIGNS, ARE PROHIBITED EXCEPT DIRECTIONAL OR PUBLIC INFORMATION SIGNS PLACED BY THE TOWN OR THE North Carolina DEPARTMENT OF TRANSPORTION.

ORGANIZATION REPRESENTATIVES MAY, AFTER APPROPRIATE TRAINING AND ORIENTATION BY THE TOWN STAFF REGARDING THE ORDINANCE REQUIREMENTS, BE LICENSED TO INSTALL THE TYPES OF TEMPORARY SIGNS AND BANNERS ALLOWED IN THIS SUBSECTION WITHOUT OBTAINING INDIVIDUAL PERMITS. SUCH LICENSES MAY BE WITHDRAWN IF SIGNS OR BANNERS ARE INSTALLED IN VIOLATION OF THE ORDINANCE REQUIREMENTS BY THE LICENSEE OR THE ORGANIZATION THAT THEY REPRESENT. LICENSEES MAY BE REQUIRED TO INCLUDE IDENTIFICATION AND CONTACT INFORMATION ON SIGNS OR BANNERS THAT THEY INSTALL.

APPROVED BY: _____ DATE: _____

IF THERE WILL BE A TENT ERECTED FOR YOUR EVENT, PLEASE COMPLETE THE FOLLOWING BUILDING PERMIT APPLICATION. *Type of Permit, circle Other and write out TENT*

RESIDENTIAL/COMMERCIAL

TOWN OF SWANSBORO

Permit # _____

601 W. CORBETT AVE.
SWANSBORO, NC 28584
(910) 326-4428 (910)326-3101 fax

BUILDING PERMIT APPLICATION

PROJECT ADDRESS (Physical Job Location):

| | |
|-----------------|---------|
| Owner's Name: | Phone: |
| Address: | Mobile: |
| City/State/Zip: | Email: |

CONTRACTOR INFORMATION: (If Home Owner is performing work, write "self")

| | |
|-----------------------|----------|
| NAME OF BUSINESS: | Phone#: |
| Address: | Phone #: |
| Project Contact Name: | Phone #: |

TYPE OF PERMIT (Circle applicable area):

Building.....Demolition.....Moving.....Accessory Bldg.....Manufactured Home.....Modular Home.....Construction Trailer.....
Swimming Pool.....Electrical.....Mechanical.....Plumbing.....Sprinkle Bldg Sys.....Exhaust Hoods.....Other _____

| | |
|--|--|
| Class of work(Circle one): New.....Addition.....Repair.....Renovation.....Demolition Other _____ | Structure Classification (Circle one): Single Family.....Multi Family.....Industrial.....Commercial..... Other _____ |
|--|--|

Building:
Total Sq. Ft. _____, # of Stories _____, Stories Below Ground _____, Above Ground _____; Sq. Ft. per Floor ____/____/____;
Building Height _____, # of Bedrooms _____, Present Property Use _____, Proposed Use: _____

All new construction requires a copy of the survey showing the following:

- The building location or use in respect to the adjacent right of ways.
- The location shape and dimensions of all buildings (existing or proposed) on said lot.
- The location and dimensions of off-street parking spaces and means of access to such spaces.

Note: Two Complete sets of building plans and plot plans with setbacks shown is required with this application. One set of plans will be returned to the applicant and one set of plans will remain in the Code Enforcement Department. No reverse image plans allowed.

An "As Built" survey is required following the foundation wall inspection. **PROCEED AT YOUR OWN RISK UNTIL SETBACK VERIFICATION IS GIVEN.**

(Please note that the zoning setbacks and property use will be reviewed to the provisions of the UDO of the Town of Swansboro. There may be private covenants governing the use of the subject property, which may be more or less restrictive than the UDO. Nothing contained in this permit may be construed so as to allow the holder hereof to build upon or otherwise use the subject property in any manner contrary to such covenants.)

DESCRIPTION OF WORK: _____

| | |
|--|---|
| Utilities: (Circle which applies) Private Well.....Water /Sewer Connection..... Septic Tank | Health Dept Construction Authorization Permit #: (Copy of Permit required) |
| Power Company and Premise/Acct#: | |

NOTE: A copy of the Health Dept. Operation Permit is also required prior to Certificate of Occupancy. All building shall have approved address #'s on the buildings.

ALL CONSTRUCTION SITES SHALL DISPLAY A CONSTRUCTION PERMIT BOX WITH JOB SITE ADDRESS CLEARLY VISIBLE.

Any Federal and State Agencies permits when applicable, plans that require approval from the NC Dept. of Insurance, NC Dept. of Labor, Corp. Of Engineers, CAMA, or other agencies, must have approval prior to being submitted to the Town Of Swansboro. A copy of the approval from the specific agency must be submitted with the plans.

| | | |
|--|---|----------|
| GENERAL Contractor: | | Phone #: |
| Address: | | Phone #: |
| License #: | License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____ | |
| JOB COST (Contractor cost plus labor less land): | | |
| ELECTRICAL Contractor: | | Phone #: |
| Address: | | Phone #: |
| License #: | License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____ | |
| JOB COST (Contractor cost plus labor less land): | | |
| MECHANICAL Contractor: | | Phone #: |
| Address: | | Phone #: |
| License #: | License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____ | |
| JOB COST (Contractor cost plus labor less land): | | |
| PLUMBING Contractor: | | Phone #: |
| Address: | | Phone #: |
| License #: | License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____ | |
| JOB COST (Contractor cost plus labor less land): | | |
| CONTRACTOR (Other | | Phone #: |
| Address: | | Phone #: |
| License #: | License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____ | |
| JOB COST (Contractor cost plus labor less land): | | |

I certify that all of the above information is true and accurate to the best of my knowledge and that all work will comply with state and local codes, laws, and ordinance. The Code Enforcement Department will be notified of any changes to the approved plans prior to the change being done. Any inspections that fail or are not ready when the inspector arrives at the job site will require a reinspection fee per failed trade. The re-inspection fee of \$55/trade must be paid prior to the re-inspection being scheduled.(Effective July 1, 2008). If applicable, sidewalks or payment in lieu of, in accordance with Town Code 93.030, must be installed/paid before certificate of occupancy is issued.

Owner/Agent: _____ Date: _____

******Code Enforcement Department Use Only******

Construction Type: Type I[A] [B]; Type II [A] [B]; Type III [A] [B]; Type IV [A] [B]; Type V [A] [B]

Use & Occupancy: A1, A2, A3, A4, A5, B, E, F1, F2, H1, H2, H3, H4, H5, I1, I2, I3, I4, M, R1, R2, R3, R4, S1, S2, U

Zoning District _____ Zoning Use _____ Parking Requirement _____ Sidewalks _____

Historic _____ Floodway _____ Flood Zone _____ Verification Bldg Height _____ CAMA _____ Wetlands _____

Verification signature of all contractor license and privilege license _____

Plans Reviewed by: _____ Date: _____

SECONDARY/OFF DUTY AND EXTRA DUTY EMPLOYMENT

SPD POLICY

DATE OF ISSUE:

EFFECTIVE DATE:

RESCINDS: ALL PREVIOUS POLICY

1. Definitions

Secondary Employment: The provision of a service by Department employees for an employer other than the Town of Swansboro in exchange for a fee or other service.

Extra Duty Employment: Any extra duty assignment that is from a temporary employer conditioned on the actual or potential use of law enforcement authority by a sworn employee. Includes assignments such as security, traffic control, crowd control or a general police presence.

Work Day: A work day is considered the amount of on-duty and secondary/extra duty work conducted in any 24 hour period.

2. Secondary Employment

- a. Secondary employment is a privilege and not a right. While reasonable efforts will be made to accommodate such employment, the Public Safety Chief and/or Town Manager may prohibit any and all Department personnel from working in a secondary employment capacity. Secondary employment must not conflict with the employee's hours of municipal employment or with the satisfactory and impartial performance of municipal duties. Secondary employment shall not interfere, conflict with, or bring discredit to the Town of Swansboro.
- b. All Department personnel that desire to engage in secondary employment must submit a written request for each new or amended employment activity for approval through the chain of command. All written requests will expire on December 31st of the year submitted and personnel will be required to complete a new request prior to January 10th of the New Year.
- c. All approved requests will be maintained in the employee's personnel file by the Human Resources Director.
 - i. All employees must have prior approval before they begin secondary employment.
 - ii. It is the employee's responsibility to keep the Department current and updated with all relevant secondary employment information or any time an employer is added, anytime there is a change in job tasks, hours, or location. This information shall be submitted in writing to the Public Safety Chief.
 - iii. Excessive use of sick time, compensatory time, or vacation leave by an employee may result in the revocation or refusal of a request for secondary employment.
 - iv. If the secondary employment may physically or mentally exhaust the employee to the point their performance is affected, permission will be denied.
 - v. If an employee's work performance is found to be below acceptable standards, the employee's approval to engage in secondary employment may be denied or revoked.

- vi. Personnel that engage in secondary employment after being denied will be subject to disciplinary action.
- vii. If an employee disagrees with the reason for denial to work secondary employment, the employee may discuss the matter with the Public Safety Chief. If still dissatisfied the employee may discuss the matter with Human Resource Director and or Town Manager.
- d. This policy supports Article V “Conditions of Employment; Section 3 – Outside Employment” of the Town of Swansboro Personnel Policy. Employees will adhere to the requirements of both policies.

3. Extra Duty Employment

Members of the Department while working extra-duty assignments, will conduct themselves according to established policies and procedures of the Swansboro Public Safety Department. At no time shall a member of the Department observe the policies and procedures of the temporary employer that may conflict with the policies and procedures of the Public Safety Department or the Town of Swansboro. Sworn members of the Department are accountable for their actions in the same manner they would be for their regular work assignments.

Requests for extra-duty assignments must be submitted to the Department by the temporary employer no later than seventy-two (72) hours prior to the event. The Deputy Police Chief will ensure the request for extra-duty do not conflict with this policy. It will be the responsibility of the Deputy Chief to advertise these extra-duty requests with the entire Department via e-mail, and during roll call, or division meetings. Assignments will be based upon Departmental needs and assigned in a fair and equitable manner. Conditions and responsibilities of extra-duty employment are established as follows:

- a. Members of the Department are required to wear the Police Department uniform of the day and equipment while engaging in extra-duty employment. However, at the request of the employer, the officer may work in plain clothes. This request must be approved by the Public Safety Chief or his designee. An Employee may also use their assigned police vehicle in the event they should be recalled to duty or make an arrest requiring the transport of a prisoner. On-duty officers may assist in transporting prisoners where the safety of the officer and prisoner is concerned.
- b. Each employee is responsible for completing all reports and paperwork arising as a result of action taken while employed in an extra-duty capacity. This includes but is not limited to incident reports, supplemental reports, and intradepartmental administrative reports. The overtime cost that is incurred while completing paperwork and arrests is the responsibility of the temporary employer.
- c. Employees reporting for an extra-duty assignment are responsible for contacting the Communications Center and the on-duty employees by radio advising them they are en-route to an extra-duty assignment along with the location and duration of the assignment. While on an extra-duty assignment the employee must monitor the primary radio channel in the event, they are summoned by supervisory direction to respond to a serious crime in progress.
- d. Any persons or businesses requesting extra-duty employees shall enter into a contract with the Town of Swansboro for said services and will promptly make payment for those services to the Town of Swansboro Finance Department. Employees will not accept direct compensation for services rendered from the temporary employer. Employees who have

been injured in an extra-duty assignment while engaged in official law enforcement duties will be compensated under Workers Compensation.

- e. Employees who have volunteered for an extra-duty assignment must fulfill that obligation or find a suitable replacement. Employees who fail to report for duty at an extra-duty assignment will be subject to disciplinary action.

4. Guidelines for Secondary and Extra-duty Employment

The following provisions apply to both secondary and extra-duty employment.

Employees of the Department shall not engage in:

- a. Any secondary and/or extra duty employment while on sick leave or Workers' Compensation, or in a light duty capacity.
- b. Extra-duty employment while on suspension for disciplinary reasons or on a leave of absence.
- c. Employment that requires an employee to work a total of on-duty and secondary/extra-duty work amounting to more than sixteen (16) hours during a work day or more than seventy-six (76) hours in a work week. This does not apply to an employee while on vacation.
- d. Secondary or extra-duty employment involving:
 - 1. Serving or selling alcoholic beverages for on premise consumption; unless the event is an extra-duty assignment sanctioned by the Town of Swansboro and approved by the Chief of Public Safety;
 - 2. Work as bouncers, doormen, dancers, or cashiers at nightclubs or bars;
 - 3. Work for insurance agencies, collection agencies, private investigators, attorneys, bail bond agencies, security guard services, or taxi cab companies;
 - 4. Towing services, service stations or auto body shops that contract services with the Town;
 - 5. Work or have an open association with convicted or known criminals;
 - 6. Any other employer that may have the potential to have a conflict of interest and/or reflect unfavorably on the employee or Department.
- e. Probationary employees may engage in extra-duty employment upon completion of their Field Training Program.
- f. Employees will not take leave from regularly scheduled duty hours to work extra-duty or secondary employment.
- g. The amount of compensation received from extra-duty employment will be determined by the Chief of Public Safety who will be responsible for setting the rate for services.
- h. Employees shall never conduct secondary or extra-duty employment while on duty with the Public Safety Department. Nor shall an employee receive compensation from sources other than the Town for activities conducted while on duty with the Public Safety Department.
- i. No employee, while on duty, shall solicit any person or business for the purpose of gaining extra-duty employment.
- j. Employees engaged in secondary or extra-duty employment are subject to recall in case of an emergency and will report as directed. At no time shall an employee fail to report during a legitimate recall or assignment because of secondary or extra-duty employment;
- k. If secondary employment, including self-employment, previously approved by the Public Safety Chief, later appears to result in a conflict of interest or is infringing upon

the employee's ability to perform his duties for the Town then said approval may be revoked.

5. Compliance

Failure to comply with this policy shall result in disciplinary action as determined by the Public Safety Chief up to and including dismissal.

**MEMORANDUM OF UNDERSTANDING
FOR
SPECIAL DETAIL/EXTRA-DUTY POLICE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING, entered into this ____ day of _____, by the first part, _____, hereinafter referred to as Temporary Employer and the Town of Swansboro, party of the second part, hereinafter referred to as the Town:

WITNESSETH:

That, in consideration of special detail (extra-duty) police services to be performed by sworn members of the Swansboro Police Department as facilitated by the Town as set forth below, it is hereby agreed by Temporary Employer that it will well and faithfully comply with the terms and conditions herein:

1. It is understood and agreed the Town will coordinate the availability of uniformed or plainclothes police officers seeking extra-duty employment, solely at the option of such officer, for Temporary Employer for purposes of maintenance of law and order at the immediate vicinity of the Temporary Employer

Employer's premises located at: _____

On the following date and time: _____

The following number of extra-duty police officers:

_____ Police Officers @ \$ _____ 25.50 hour
_____ Police Supervisors @ \$ _____ 35.25 hour

For the following police function: **Security/Traffic Control**

2. It is specifically understood and agreed by the Temporary Employer, as such Temporary Employer separate and independent from the Town, that the functions of such officers shall be confined to those normally performed by a police officer in the line of duty. Such officers shall be subject to all rules and regulations of the Swansboro Police Department in the employ of Temporary Employer.
3. The Temporary Employer agrees to pay for the special detail services of each officer at the hourly rate above based on the rank of the officer employed (minimum of three hours), and payment shall be promptly made to the Town of Swansboro Finance Department for the benefit of said officers upon receipt of billing from the Town. The Town shall ensure that appropriate taxes are withheld in directing payment to officers so employed.
4. It is specifically understood that this Memorandum of Understanding is subject to final approval by the Public Safety Chief or his designee for the Police Department after consideration of the nature of the service requested and the availability of manpower required for said temporary employment. The Town will promptly notify the Temporary Employer of such decision.
5. Following acceptance, either the Temporary Employer or Town may cancel this Memorandum of Understanding upon twenty-four (24) hours notice to the other. Further, the Town reserves the right to cancel this Memorandum of Understanding on less notice in the event of manpower deficiency due to unscheduled demands made of public safety resources. In the event the officer(s) does not appear as scheduled, it is understood that the Town assumes no liability therefore.

THE TERMS OF THIS MEMORANDUM OF UNDERSTANDING shall remain in effect until Month/Day/Year unless rescinded by either party giving notice to the other, such terms to apply to each request for special detail police services.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their proper officials and duly attested and prepared this _____ of _____

By: _____
Public Safety Chief

Temporary Employer