



Established in
1877

Orange Park Police Department

2025 Smith Street
Orange Park, FL 32073
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Gary A. Goble
Chief of Police

SECONDARY EMPLOYMENT AGREEMENT

The following is an agreement between the Orange Park Police Department and

Name of Company: _____

Name of Company Representative: _____

Address of Company: _____

Location Where Services are Requested: _____

This agreement governs the hiring of off-duty officers by a private individual, organization, or company (hereinafter "secondary employer"). As part of this agreement, in addition to the duties requested by the secondary employer, the secondary employer authorizes officers of the Orange Park Police Department ("O.P.P.D.") to act as an agent for the business, organization, or company for the purpose of issuing trespass warnings, while employed in a secondary employment capacity. It is agreed that any actions taken by an officer engaged in secondary employment will be consistent with Florida Statutes Section 30.2905 and O.P.P.D. General Orders and Standard Operating Procedures. The O.P.P.D. Chief of Police or his designee will determine the minimum number of officers required for a secondary employment detail, in order to ensure the safety of the officer and to safely perform the requested duties.

I. INDEMNIFICATION

It is understood and agreed that liability coverage is the responsibility of the secondary employer up to the point that an officer engages in enforcement of a Town ordinance or state law. Secondary employer agrees to protect, defend, indemnify and hold harmless the O.P.P.D. from any and all third-party claims, liability, losses, or cause of action which may arise from any actions or omissions of the officer while acting solely in their capacity as an employee of the secondary employer. The O.P.P.D. agrees to indemnify and hold harmless the secondary employer for any actions or omissions of an officer while such officer is taking law enforcement action in enforcing any Town ordinance or state statute.

II. BILLING AND PAYMENT

The secondary employer will pay each officer providing services directly at the minimum rate of \$50.00 per hour and the rate for holidays observed by the Orange Park Police Department will be a minimum of \$75.00 per hour. When the secondary employment assignment requires more than five (5) officers, the sixth officer will be a supervisor at the rank of sergeant or above. More than 15 officers will require an additional supervisor be assigned. The secondary employer will pay for the services of the supervisor at the minimum rate of \$59.00 per hour, with a minimum holiday rate of \$84.00 per hour. In the event a supervisor is not available, an acting supervisory officer may be designated by the Chief of Police or designee.

This does not preclude the secondary employer from paying a higher rate to attract officers to provide the desired service. Holidays observed by the Orange Park Police Department in 2024 are as follows:

Holiday Date Observed by Orange Park Police Department

New Year's Eve, New Year's Day, Martin Luther King Jr. Day, President's Day, Easter, Mother's Day, Memorial Day, Juneteenth, Father's Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve and Christmas Day.

The minimum number of hours for which services can be contracted is three (3) hours.

The secondary employer will pay The Town of Orange Park. \$6.50 per hour, per officer, employed by the secondary employer.

When Orange Park Police Department are assigned to work secondary employment alongside other law enforcement personnel, the Orange Park Police Officer's rate of pay will be commensurate with the highest rate of pay of other law enforcement employees of the same rank. Example: If Florida Highway Patrol is working at \$65.00 per hour and Orange Park Police Department officers are working at \$50.00 per hour, The Orange Park Police officers will be paid at the higher rate of Florida Highway Patrol at \$65.00 per hour.

The Orange Park Police Department reserves the right to request fees be paid in advance, put the secondary employer on a cash only basis, or discontinue service until the account is up-to-date. Secondary Employment rates, fees, and exceptions based on the nature of the work assigned, duration of thse assignment, or other factors can only be authorized by the Police Chief or their designee.

III. CANCELTION 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 hours' service. Notice may be provided by contacting the scheduler or, in his/her absence, The Chief of Police or his designee.

IV. DUTIES TO BE PERFORMED

Officers hired to work secondary employment are bound to the policies and procedures of the Orange Park Police Department and are obligated to enforce state statutes and ordinances of the Town of Orange Park.

V. TERMS OF AGREEMENT

Secondary Employment is a service provided by the Orange Park Police Department, and is intended to augment existing police department manpower, by providing requesting members of the public with additional resources. As such, secondary employment is not considered a primary function of the police department, and thus it cannot guarantee the fulfillment of all secondary employment requests, nor will it be obligated to provide an officer if one is not available to work. In addition, the police department reserves the right to refuse or discontinue off-duty services for any secondary employment assignment that is deemed to be in conflict with the best interests of the Orange Park Police Department.

This agreement shall be in effect from March 1, 2024, through December 31, 2024.

Signature of Company Representative

Signature of Chief of Police

Date: _____

Date: _____