

Palm Bay Police Department

Attention: Extra-Duty Coordinator
130 Malabar Road SE
Palm Bay, Florida 32907



AGREEMENT AND CONDITIONS OF EXTRA-DUTY

Authority

The Applicant affirmatively asserts that he/she has full legal capacity and authority to act for and on behalf and to bind Applicant into entering into this agreement with the City of Palm Bay/Palm Bay Police Department.

Requests

Extra-Duty Permit Application shall not be approved if it is determined that the request is ambiguous, dubious, or appears to be beyond the scope of, or in conflict with, the purpose of the Department's Extra-Duty Employment Program; encompasses an activity under the definition of "private investigation" per FS § Chapter 493; is perceived to create a conflict of interest with the Department or the City of Palm Bay per FS § Chapter 112; violates the provisions of the State Beverage Laws per FS § Chapter 561; or is of a nature not in the best interest of the Department as determined by the Chief of Police.

Applicant shall apply online, by email, or by fax. Office hours are between 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. All applications must be received by the City of Palm Bay Police Department's Extra Duty Coordinator at least seven (7) calendar days prior to the date of employment. In an emergency or other exigent situation this requirement may be waived. Extra-duty employment if voluntary for officers, therefore, manpower cannot be guaranteed for all jobs.

Extra-duty requests that require specialized police equipment (i.e., police motorcycles, marked vehicles, etc.) must be made at least seven days prior to the date needed.

Applicant and City shall furnish to each other such records, reports, and document evidencing the performance of services pursuant to this agreement as may be reasonably required or required by applicable law.

City reserves the right, at any time, to determine equipment or staffing needed to support the event or public safety as determined by the Chief of Police or designee. The applicant and sponsor are responsible for the costs for said equipment and/or staffing pursuant to this agreement and may subsequent modifications made thereto.

Compensation

Applicant will make payment to The City of Palm Bay by cash, check, or money order. Payments are due in advance unless otherwise stated by the Department.

Rate of Payment:

Officer	\$35.00/ Hour per Officer
Sergeant *	\$37.00/ Hour per Officer
Lieutenant *	\$39.00/ Hour per Officer
Commander *	\$41.00/ Hour per Officer

* If performing supervisory duties, otherwise will be paid as an officer.

Additional:

Administrative Fee: \$5.00/Hour per Officer

Holiday Rate: \$10/Hour per Officer on the following holidays: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, St. Patrick's Day, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day.

Late Fees

Payments are due and must be received by The City of Palm Bay within fifteen (15) days of the invoice date. There will be a \$100 late fee will be imposed for payments received after fifteen (15) days of the invoice date.

General Policies

In matters requiring law enforcement actions, applicant will not interfere and/or attempt to influence decisions or actions made by extra-duty personnel. Extra-duty officers remain employees of the Department and are subject to all laws, all departmental policies and procedures and may be subject to emergency call-back.

Pursuant to FS § 561.25 no officers are permitted to engage in the sale of alcoholic beverages or to be employed by an establishment that sells alcoholic beverages for consumption on the premises except for security services with the written approval of the Chief of Police. Additionally, with the written approval of the Chief of Police, officers may provide extra-duty security services and may be employed by businesses that sell beer and wine to be consumed off the premises.

All extra-duty employment is subject to all rules and regulations as contained in The Palm Bay Police Department Standard Operating Procedures.

Extra-duty officers will not enforce any rules and regulations set up by the applicant that are not otherwise violations of law.

The Department reserves all rights in the assignment of officers and coordinators. Assignments are based on a rotational system. Special requests will be accepted but are not binding.

It is the Department's policy to review the extra-duty employment details taking place within The City of Palm Bay, determine safety measures and appropriate staffing levels that will be implemented, and facilitate placing these measures into operation.

Cancellation

The applicant may cancel a detail by contacting the coordinator at details@palmbayflorida.org or (321) 726-5661, twenty-four (24) hours prior to the event during business hours, no cancellations will be accepted on weekends, holidays, or after 4 pm. If cancellation is not made at least twenty-four (24) hours prior to the date and time of the permit assignment, the applicant will be responsible for compensation to the Department for the minimum number of hours (four hours per officer scheduled) and an administrative fee determined by the agreed upon cost schedule.

Weather Cancellations: The applicant will be responsible to pay members the four (4) hour minimum including the administrative fee if the event is canceled due to inclement weather. If the event is not canceled, but a rain date. Back-up day was issued, members staffed for the back-up day will be compensated the four (4) hour minimum to include the administrative fee.

THE CITY OF PALM BAY POLICE DEPARTMENT CAN CANCEL AN EXTRA-DUTY EMPLOYMENT DETAIL ANYTIME, WITH OR WITHOUT CAUSE. If applicant paid in advance, the hours scheduled and not worked will be refunded.

Liability

In consideration of The City approving and permitting its police officers to be hired by applicant for extra-duty employment, the Applicant covenants and agree to defend, indemnify and hold harmless any officer assigned to Applicant for extra-duty employment

and the City of Palm Bay, Florida, its elected or appointed officers, employees and agents from any and all liability, claims demands, causes of action, judgments or suits (except for workers compensation claims or claims covered under the City's Law Enforcement Liability insurance policy). Brought by or on behalf of, any person or entity and arising out of, or in connection with any activity, act or omission, by one or more of the police officers of City while in the course and scope of their employment with the applicant, regardless of any negligence attributable to the City, its elected or appointed officers, employees or agents.

No Waiver

The failure of either Party to enforce any provisions of this Agreement or to require performance of the other Party of any provision(s) shall not be construed to be a waived of such provisions, nor shall it affect the validity of the Agreement or any part thereof, or the rights of either Party to enforce any provision.

No Third-Party Beneficiaries

This agreement is intended to be solely between the Parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits or privilege of any third-party or parties.

I, _____, as authorized representative of aforementioned applicant, hereby acknowledge that I have read and understand the application including the "Agreement and Conditions of Extra-Duty" and further agree that I will abide by and be subject to these conditions in all respects and that upon approval of the Palm Bay Police Department's designee this shall become a binding contract.

SIGNATURE OF PRESIDENT, OWNER, OR AUTHORIZED REPRESENTATIVE

DATE SIGNED

OFFICIAL USE ONLY

GRANTED. The above application, together with the aforementioned "Agreement and Condition of Extra-Duty" are hereby adopted, by reference, and are made a part and constitute the terms and conditions of this contract.

SIGNATURE OF PALM BAY POLICE DEPARTMENT DESIGNEE