Office of Police Secondary Employment Customer Quick Start Guide

For further information, see <u>OPSE Policies and Procedures for Customers and Officers</u> at <u>www.nola.gov/opse</u> under "Latest Information"

Please review & fill-out this entire document accurately, completely and promptly. If document is not received by <u>OPSE fully completed</u>, it will be returned to customer for completion, possibly resulting in rejection of request due to time constraints

What is the Office of Police Secondary Employment?

The Office of Police Secondary Employment (OPSE) is a department of the City of New Orleans, independent from the New Orleans Police Department, set up to administer all aspects of police officers' off-duty security work. We are staffed by civilian civil servants, but work very closely with the NOPD to ensure all customers hiring off-duty officers have a good experience and that officers have a fair opportunity to work off duty to supplement their incomes. We enact policy established by NOPD's federal consent decree, the court order under which the city operates to improve constitutional policing in New Orleans.

How much will hiring police officers cost?

"Please review & fill-out this entire document accurately, completely and promptly. If document is not received by OPSE fully completed it will be returned to customer for completion possibly resulting in rejection of request due to time constraints"

• For standard security, patrol, or traffic control work paid on an hourly basis, you choose from several available pay "tiers" (see Table 1.1 below). Understand that officers voluntarily sign up for these jobs; OPSE cannot force an officer to work your detail. The pay tier you offer is essentially a "bid" to incentivize an officer to work, so the jobs offered at the higher pay tiers generally fill first. We will advise you on a recommended pay tier, but in the end, it is your decision which to offer. Once you have set that rate, though, you cannot change it. This policy protects the customer by preventing officers from "holding out" in hope that the pay will increase at the last minute. We will make every effort to fill your job at whatever pay tier is offered, but if your job does not get filled at the rate offered, you will have to find another security provider. Pay on holidays must be offered at the Tier 3 rate or higher.

	Table 1.1: OPSE Tiered Pay/Fee/Price Schedule (*Holidays & Days of High Demand - Tier 3 or 4 ONLY)																							
	PO				SGT			LT				Capt/Maj/Cmdr												
Tier	Offic	cer	Ac	dmin	Cu	stomer	C	Officer	Α	dmin	Cu	stomer	C	fficer	A	dmin	Cu	stomer	0	Officer	Ad	dmin	Cu	stomer
	Pay	у		Fee		Price		Pay Fee			Price	Pay Fee		Price		Pay			Fee		Price			
2+	\$ 37	7.00	\$	8.00	\$	45.00	\$	41.00	\$	8.00	\$	49.00	\$	43.00	\$	8.00	\$	51.00	\$	47.00	\$	8.00	\$	55.00
3	\$ 46	6.33	\$	8.00	\$	54.33	\$	49.10	\$	8.00	\$	57.10	\$	52.00	\$	8.00	\$	60.00	\$	56.00	\$	8.00	\$	64.00
4	\$ 68	8.00	\$	8.00	\$	76.00	\$	68.00	\$	8.00	\$	76.00	\$	68.00	\$	8.00	\$	76.00	\$	68.00	\$	8.00	\$	76.00

^{*}Holidays, as recognized by the City, and Days of High Demand include: New Year's Day, Martin Luther King's Birthday, Lundi Gras, Mardi Gras, Good Friday, Memorial Day, Juneteenth Independence Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.

 For special skill work, police working animals and handlers and SWAT, the rates are standard and there is no variable pricing.

Table 1.4: Pay, Fees and Price for Bomb Detection/SWAT/Mounted										
Role	_	ourly Pay		nin Fee		urly Price				
Dog + Handler ¹	\$	95.00	\$	8.00	\$	103.00				
Dog + Handler										
(Holiday) ¹	\$	190.00	\$	8.00	\$	198.00				
SWAT Officer	\$	95.00	\$	8.00	\$	103.00				
SWAT Officer										
(Holiday)	\$	190.00	\$	8.00	\$	198.00				
Mounted Officer ¹	\$	90.00	\$	8.00	\$	98.00				
Mounted Officer										
(Holiday) ¹	\$	180.00	\$	8.00	\$	188.00				
4-hour minimum v	vith	first and	last l	hours use	ed fo	r animal				
transport and care.										

Table 1.4c: Pay, Fees and Price for									
Police Boat and Diver									
Role	Но	urly Pay	Adı	min Fee	Ho	urly Price			
Diver / Operator 1	\$	50.00	\$	8.00	\$	58.00			
Diver / Operator									
(Holiday) ¹	\$	190.00	\$	8.00	\$	198.00			
¹ - 4-hour minimum with first and last hours used for									
equipment care & transport									

• For events requiring street closure permit and police escort, the rates are standard and there is no variable pricing.

Table 1.5: Pay, Fees and Price for Escorted										
Parade, Second Line, or Road Race										
Role	Но	urly Pay	Ad	min Fee	Hourly Price					
Officer 1	\$	46.33	\$	8.00	\$	54.33				
Supervisor 1	\$	49.10	\$	8.00	\$	57.10				
Officer										
(Holiday)1	\$	68.00	\$	8.00	\$	76.00				
Supervisor										
(Holiday)1	\$	68.00	\$	8.00	\$	76.00				

¹ 2 1/2 -hour minimum

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Can I choose the officer(s)?

No, the federal consent decree under which the city now operates requires that detail opportunities be offered to all authorized officers in a fair and equitable manner and prevents by-name requests. However, if you have used an officer in the past, that officer can absolutely sign up for your detail and if nobody else signs up, he or she will get the job. Whoever gets the job will be qualified to meet your security needs, and if there's a problem, just let us know by calling your OPSE coordinator. The one exception to this is if specific officers have agreed to volunteer their time without compensation. In this case, we can assign the specific officers who have already agreed to volunteer.

Is there a contract to sign?

Yes, the Customer Agreement provided to you by your coordinator. This must be completed and returned before we can fill your job.

How do I pay?

- You can pay OPSE by electronic bank draft (ACH), credit or debit card, check, or money order. Electronic payments can be
 made by clicking the link on your invoice or by calling us and processing the payment over the phone. Your itemized invoice
 will provide more specific information on how to complete payment. Do not pay the officer(s) directly.
- Customers who have never before contracted with OPSE shall be issued an invoice that must be paid in full 48 hours prior to the start of the event. Customers who have an overdue balance on their account and wish to schedule a permitted event requiring a police escort must bring their account current, and pay the invoice for the permitted event in full 48 hours prior to the start of the event. Failure to pay the required balances may result in officers not being scheduled to work the event. Permitted events that require police escort may only be paid for by ACH, credit or debit card, cashier's check, or money order.
- If the actual duration or number of officers who worked the job differed from what was scheduled, you will receive a reconciling invoice. If you prepaid and are due a refund, we will contact you; if there's a balance, please pay it by the due date on the reconciling invoice.

Who do I call if I have questions or issues?

Please call your OPSE coordinator directly on his or her cell phone (all coordinators' mobile numbers are published in the OPSE policy book's "Contacts" section). The coordinator is always your first and best resource for resolving issues. If you need help after hours and can't reach your coordinator's cell phone, as a backup you can call 504-906-9992. Your call will be forwarded to our evening shift coordinator or an on-call coordinator.

Is there anything else I need to do?

- 1. Review the OPSE policy book provided by your coordinator or view it at https://nola.gov/nola/media/OPSE-Media/OPSE-External-Policy-V6.pdf
- 2. Read, fill-out, sign, and return to OPSE the Customer Agreement and Customer Information Sheet. You can email them to opse@nola.gov, fax them to 658-8788, or drop them off at our office @1601 Perdido Street, Suite 3H112 during regular business hours. We must have these documents before we can start working to staff your job.
- 3. Communicate with your OPSE coordinator in order to:
 - a. Establish and confirm the job's requirements, e.g. number of officers and hours. If you're unsure, your coordinator can help you.
 - b. If hiring officers for standard hourly security or patrol services, confirm which tiered pay rate you will offer
 - c. Get updated on the status of your job as the date approaches
- 4. If you are a new customer, or your event requires a street closure and police escort, provide payment no later than 48 hours before the event. If you've worked with us before and your account is in good standing, you'll be billed after the event.
- 5. Record the officers' time. A timesheet is included in this start-up packet, or you can create an ad hoc timesheet (see the policy book for instructions). So that we can accurately invoice you and pay the officers, it is imperative that you fax (658-8788) or scan and email the timesheet to your coordinator as soon as possible after the job is complete, and no later than Monday after the job. Jobs for which timesheets are not received by the Tuesday after the completion of the last shift, or if the timesheet is incomplete, will be billed for the job as scheduled regardless of what was actually worked. If billed for the job as scheduled, and an officer worked extra time (longer than what was scheduled), the customer will also be billed for the extra time.

Thank you for your patronage and support of the NOPD!

OFFICE OF POLICE SECONDARY EMPLOYMENT

CUSTOMER INFORMATION SHEET

<u>CONTACT INFORMATION</u>			* * *
CUSTOMER NAME:		DATE:	INTEGRITY
TYPE OF BUSINESS:			
BILLING ADDRESS:			- <u> </u>
(Address)		(City)	(State) (ZIP)
<u>EVENT CONTACT</u>		BILLING CONTACT	
NAME:	NAME:		-
CELL PHONE:	CELL PHONE:		-
EMAIL:	EMAIL:		_
ALT. CONTACT:	ALT. CONTACT:		<u>-</u>
ALT. CELL PHONE:	ALT. CELL PHONE:		<u>.</u>
EVENT INFORMATION			
TYPE OF EVENT:	, dance, retail security, parade, meeting, v	wedding, funeral, street closing, etc.)	
EVENT DATE: TIME:to	I OCATION:		
1111L		(e.g. Street Address, Intersection, Venu	e)
EVENT DATE: TIME:to			
		(e.g. Street Address, Intersection, Venu	e)
s Alcohol being served? Yes No			
Does the event require a permit? Yes No P If yes, you must provide the permit number before proceeding. Permits s	Permit #:should be applied for through CNC		_ gov)
Expected # of Attendees:			
FREQUENCY (check one)			
One-Time Event			
Temporary Detail (more than one day—less than			
remporary becam (more than one day—less than	n 12)		
Permanent or Recurring Detail (12 or more tim	•	es, schedule, and locatior	n)
Permanent or Recurring Detail (12 or more tim	•	es, schedule, and locatior	n)
Permanent or Recurring Detail (12 or more time PAYMENT INFORMATION NOTE: Payment for One-Time or Temporary Details)	es per year with same duti	han 2 business days prior	
Permanent or Recurring Detail (12 or more time PAYMENT INFORMATION NOTE: Payment for One-Time or Temporary Detain Failure to make payment for One-Time or Temporary Detain Failure to make payment for One-Time O	es per year with same duti ils must be made no later t nt will result in officers beir	han 2 business days prior ng cancelled.	to the event.
Permanent or Recurring Detail (12 or more time PAYMENT INFORMATION NOTE: Payment for One-Time or Temporary Detain Failure to make payment Your coordinator will contact you with a final payment amounty.	es per year with same duti ils must be made no later t nt will result in officers beir	han 2 business days prior ng cancelled.	to the event.
Permanent or Recurring Detail (12 or more time PAYMENT INFORMATION NOTE: Payment for One-Time or Temporary Detain Failure to make payment Your coordinator will contact you with a final payment amounty.	es per year with same duti ils must be made no later t nt will result in officers beir	han 2 business days prior ng cancelled.	to the event.
Permanent or Recurring Detail (12 or more time PAYMENT INFORMATION NOTE: Payment for One-Time or Temporary Detain Failure to make payment Failure to make payment amount of the Payment Type (check one)	es per year with same duti ils must be made no later t nt will result in officers beir	han 2 business days prior ng cancelled.	to the event.
Permanent or Recurring Detail (12 or more time PAYMENT INFORMATION NOTE: Payment for One-Time or Temporary Detain Failure to make payment Your coordinator will contact you with a final payment amount Payment Type (check one) Check/Money Order (payable to 'OPSE') ACH (online) Credit Card (online)	es per year with same duti ils must be made no later t nt will result in officers beir it. For Permanent/Recurring Deta	han 2 business days prior ng cancelled. ils, discuss billing options with y	to the event. our coordinator.
Permanent or Recurring Detail (12 or more time PAYMENT INFORMATION NOTE: Payment for One-Time or Temporary Detain Failure to make payment Your coordinator will contact you with a final payment amount Payment Type (check one) Check/Money Order (payable to 'OPSE') ACH (online) Credit Card (online) If you select ACH or Credit Card, an invoice with a payable to 'OPSE')	es per year with same duti ils must be made no later t nt will result in officers beir it. For Permanent/Recurring Deta	han 2 business days prior ng cancelled. ils, discuss billing options with y	to the event. our coordinator.
Permanent or Recurring Detail (12 or more time PAYMENT INFORMATION NOTE: Payment for One-Time or Temporary Detain Failure to make payment Your coordinator will contact you with a final payment amount Payment Type (check one) Check/Money Order (payable to 'OPSE') ACH (online) Credit Card (online) If you select ACH or Credit Card, an invoice with a payon of the content of the	es per year with same duti ils must be made no later t nt will result in officers beir it. For Permanent/Recurring Deta	han 2 business days prioring cancelled. This discuss billing options with your contact emails the Billing Contact emails.	to the event. our coordinator.

City of New Orleans Office of Police Secondary Employment

Customer Agreement – Standard Hourly Patrol, Traffic Control, Security Services, or Special Skill Work

(Complete OPSE Policy manual with Pricing Tables available at http://www.nola.gov/nola/media/OPSE-Media/Policy.pdf)

Employer:	Name of business or individual hiring and paying for the servi	Agent: ce	Name of agent representing business hiring theservice
Employer Address:		Phone:	Billing email:

General

- All businesses, organizations or individuals requesting the services of New Orleans police officers in a secondary employment capacity (the "employer" or "customer") shall submit this Secondary Employment Agreement (Form Cust-1) to the City of New Orleans Office of Police Secondary Employment (OPSE). If required to remit advance payment, a customer's request cannot be processed nor officers assigned until this form has been signed and completed and payment has been received by OPSE.
- The customer acknowledges that secondary employment is a voluntary program available to officers in good standing and subject to the policies of the New Orleans Police Department and the Office of Police Secondary Employment. Because officers cannot be forced to work a secondary employment job, and officer availability is limited and sometimes interrupted for police imperatives, OPSE cannot guarantee every job can be filled. The more advance notice OPSE has of a request, and the higher the offered pay, the more likely the job is to be filled. In the end, it is the customer's decision which pay tier to offer, but once the rate is selected, it cannot be changed. This policy protects the customer by preventing officers from "holding out" in hope that the pay will increase at the last minute. We will make every effort to fill your job at whatever pay rate is offered, but if your job does not get filled at the rate offered, you will have to find another security provider. Your assigned OPSE coordinator will update you on the progress of filling your jobs.
- OPSE has exclusive authority to arrange, coordinate, arrange fullyauditable payment, and perform all other administrative functions related to NOPD employees' off-duty secondary law enforcement employment. Officers are prohibited from:
 - Coordinating employment with customers, including setting price/pay
 - Coordinating or brokering the services of themselves or other NOPD officers directly with customers
 - Arranging for their own replacements should they be unable to perform their required duties for a scheduled shift
 - d) Receiving any compensation directly from the customer, except food or non-alcoholic beverages of a nominal value that are consumed on-premises during the secondary employment shift, in accordance with OPSE policy and the Louisiana Code of Governmental Ethics.
- 4. In matters requiring law enforcement actions, the employer will not interfere and/or attempt to influence decisions or actions made by officers employed on a secondary job. Officers are subject to all laws, NOPD policies and procedures, and OPSE policies and procedures. All officers are subject to emergency call-back to duty.
- 5. The following types of work or services are prohibited as secondary employers:
 - a) City of New Orleans departments and agencies
 - b) Any establishment involved in an illegal enterprise
 - c) Class A-General Alcoholic Beverage Outlets as defined under NOPD policy
 - d) Sexually-oriented businesses
 - e) Gambling or gaming establishments, unless approved in writing by the Superintendent of Police
 - Any business whose primary means of revenue is derived from:

-) Private investigations
- Chauffeur services; except where chauffeur services to public officials, executives or celebrities is secondary to a primary purpose of security. Notwithstanding the foregoing prohibition, motorcycle escorts for chauffeur services and limousines are permitted
- iii) Sexually oriented products or services
- iv) Serving civil processes
- v) Pawn brokering or secured lending (pawn shops)
- 6. NOPD employees working secondary employment are not permitted to receive any compensation, either cash or in-kind, including bonuses, gifts, or gratuities, except pay at the established rate paid through and documented by OPSE. The one exception to this is nominal compensation in the form of food and/or non-alcoholic beverages consumed on the premises of the job and during the scheduled time of the shift with a total fair-market value not to exceed \$60.
- Officers employed on secondary jobs may enforce any rules or policies set up by the employer only if those rules or policies are consistent with existing law, NOPD policy, and OPSE policy.
- Notwithstanding secondary employment price adjustments enacted by city ordinance or court order, this agreement will continue in force unless cancelled in writing by either party.

Fees, Billing, and Payment

- 9. Fees
 - a) Standard patrol or security services paid by the hour
 - Updated hourly pay tiers available on OPSE website (nola.gov/opse) or in the OPSE policy manual Appendix 1.
 - ii) Jobs beginning on one of the following holidays or high demand days will pay at the Tier 3 rate at a minimum: New Year's Day, MLK Birthday, Lundi Gras, Mardi Gras, Good Friday, Memorial Day, Juneteenth Independence Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.
 - Requests made within two (2) business days of the job's execution will be priced at the Tier 3 rate at a minimum.
 - b) Updated rates for specialized services not paid strictly by the hour, including explosives detection dog and handler, horsemounted officers, police boat and diver, and police explosives technician are available on the OPSE website at nola.gov/opse or in the OPSE policy manual Appendix 1.
- 10. Minimums. The following types of jobs are subject to minimum durations (the minimum amount of time for which an officer can be hired, regardless of the actual job duration):
 - a) Temporary traffic control or property security for business moves four (4) hour minimum per officer shift
 - b) Temporary traffic control or property security for residential moves four (4) hour minimum per officer shift
 - Temporary traffic control or property security for construction sites – three (3) hour minimum per officer shift
 - d) Temporary traffic control or property security for schools two
 - (2) hour minimum per officer shift

- e) Any service using specialized police equipment that requires certified operators (e.g. armored tactical vehicle, police boat, police diver) four (4) hour minimum per officer shift
- f) Any service using a police dog four (4) hour minimum per officer shift, which includes animal care and transport
- g) Horse-mounted patrol or security two (2) hour minimum per officer shift, plus one (1) hour before and one (1) hourafter for animal care and transport.
- 11. OPSE bills in 15-minute increments. For billing purposes, one (1) to seven (7) minutes after the quarter hour as recorded on the officer time-sheet will be rounded back to the quarter hour; eight (8) to fourteen (14) minutes after the quarter hour will be rounded forward to the next quarter hour.
- Advance payment for services may be required in part or in full. See the OPSE policy manual for current guidelines.
- 13. Should the employer determine that an officer or officers are needed more than one hour past the originally scheduled end time, the on-site customer representative will call the job's coordinator, or if after hours the coordinator on duty (504-906-9992), to request an extension of the iob.
- 14. Any balance owed for full payment of services must be paid within fourteen (14) days of issuance of the reconciling invoice. If balances are not paid in full on the thirtieth (30th) day after issuance of the invoice, the customer's account is subject to suspension. Customers with suspended accounts will not be able to hire additional officers until all balances are paid in full.

Cancellation Policy

- 15. Customers must notify their OPSE coordinator of any cancellation of a secondary employment job twenty-four (24) hours prior to the start of the assignment. Failure to provide this notification will subject the customer to a cancellation fee equal to two (2) hours pay per scheduled officer or the full amount owed for the job as scheduled, whichever is less. Customers who cancel during the job will pay for a minimum of two (2) hours or for the time actually worked, whichever is greater. If an outdoor event is cancelled due to inclement weather, and such stipulation was outlined when officers applied for the assignment, and the actual cancellation is at least two (2) hours before the scheduled officer report time, no compensation will be required.
- 16. Employers who hire officers for recurring secondary employment jobs

will give OPSE written notice a minimum of seven (7) days prior to the permanent cancellation of a job.

Timekeeping

- 17. Customers will ensure that officers accurately account for their time on the job by signing in and signing out of work on a time sheet, or by some other method approved by OPSE, and will verify and report this timekeeping to OPSE as required. In general, time sheets must be sent each Monday for the previous week's work. If the customer fails to provide timely, written evidence of officer timekeeping, the customer by default agrees to pay for all requested work as scheduled, regardless of the actual presence of officers during the periods not accounted for with a written timekeeping document.
- 18. In the exceptional event that a customer incorrectly records and verifies an officer's work time, the customer may submit a revised timesheet no later than sixteen (16) days after the end of the pay period for which the erroneous time sheet was originally submitted. As officer pay periods always end on a Saturday, the 16th day will always be the Monday after the end of the next pay period. Timesheet adjustments after the 16th day will not be accepted.

Liability

- Customers shall not require NOPD members working police secondary employment to engage in work that is not in the interest of security or public safety.
- 20. The City of New Orleans is self-insured for Worker's Compensation. Officers working secondary employment will be entitled to workers' compensation coverage from the city, provided that the factuallyspecific analysis of the city's third-party claims administrator determines that their injury was sustained while performing activities consistent with the security and public safety role for which they were hired by the customer.
- 21. Customers can best protect themselves and the officers they employ by ensuring that officers are never asked to perform duties unrelated to security or public safety. The city reserves the right to reject any customer who asks officers to perform non-security work.
- 22. The City of New Orleans is self-insured for General Liability. Officers working secondary employment will come under the City's self-insured General Liability coverage while performing within the course and scope of the security and public safety role for which they were hired

lacknowledge these policies and confirm my intent to hire a New Orleans Police Officer in accordance with these terms. (Please initial) [Initial for outdoor events only] My request is for an event subject to be cancelled for inclement weather. I acknowledge that I will notify my assigned coordinator or the OPSE on-call coordinator more than two (2) hours in advance of the scheduled officer report time of my event should the event be cancelled for weather. If I notify OPSE more than two (2) hours before the scheduled officer report time of an event cancelled for inclement weather, I will not be subject to cancellation fees. If I do not notify more than two (2) hours before the scheduled officer report time of the inclement weather cancellation of my event, I will be subject to cancellation fees as per OPSE policy.

I choose to offer this detail at the following rate (choose one):

- · · - · · ·		Specia	lizea Skili or Equipme	nt work			
Patrol, Traffic Control, or Security Work Paid by the Hour		(see Pricing Tables 1.3,	1.4, 1.5)				
(see Pricing Table 1.1)		Explosives Detection Dog and Handler Ra	S. W. A. T.				
		(4 hr minimum, with first and last hours used for	r animal care and transport)				
Tier 2+		Mounted Officer Rate					
		(4 hr minimum, with first and last hours used fo					
Tier 3		Police Diver/Boat/Operator Rate					
		(4 hr minimum, with first and last hours used for equipment care and transport) Police Explosives Technician					
Tier 4							
		(4 hr minimum)					
I hereby acknowledge that by affixing my nam this form to the Office of Police Secondary Em my intention to hire NOPD officers at the rate	ployment that I confirm indicated above, and to						
pay all required fees associated with such em	oloyment.	Today's Date	Name of Employer or A	gent			

opse@nola.gov;

Clear Form Save Print (504) 658-8747 v4.04 01/11/2024

Officer Time Sheet

act Phon	e:			Event:		
DATE	OFFICER NAME	EMPLOYEE ID #	TIME IN	TIME OUT	TOTAL HOURS	OFFICER SIGNATURE
_						

(504) 658-8747 V4.04 01/11/2024



INSTRUCTIONS for NOPD OFFICER(S)

Provide a detailed description of what task(s) officers are expected to perform while working the event/location