



Lakeland Police Department 1-1-2
Agreement for "Extra-Duty" Police Services

Date(s) of Requested Service: _____ Day(s) of the Week: _____

Officer Start Time: _____ Officer End Time: _____

Location: _____

Number of Officers Requested: _____ Type of Event: _____

Organization Name: _____ Sponsor Name: _____

Organization or Sponsor Address: _____ Zip _____

Email: _____ Phone Number: _____ or _____

At the Event:

Contact Name: _____ Phone Number: _____

Hourly Rate: \$31.00 (Minimum \$93.00) Special Hourly Rate: \$38.00 (Minimum \$114.00)

To cancel a detail, you **MUST** notify the Special Operations Division (834-6961) 24 hours in advance, or by 3:00 p.m. on Friday for a weekend detail. If advance notice of cancellation is not provided, you agree to pay the minimum "call-out" fee of 3 (three) hours totaling \$93.00 or \$114.00 as applicable per officer. Return this application with check or money order **made payable to the City of Lakeland** to the following address:

Lakeland Police Department – Attn: Sandee Sanders
219 N Massachusetts Ave.
Lakeland, Florida 33801 (863) 834-6961

FOR POLICE DEPARTMENT USE ONLY 2-22-2014

Comments: _____

Number of Personnel Required: _____ Other: _____

Special Events Lieutenant

Date [] Approve [] Disapprove

Commanding Officer SOD

Date [] Approve [] Disapprove

Prepared by:
Roger A. Mallory, General Counsel
City of Lakeland Police Department
219 N. Massachusetts Avenue
Lakeland, Florida 33801-4972

AGREEMENT FOR "EXTRA-DUTY"
POLICE SERVICES (NON-"SPECIAL
EVENTS")

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the CITY OF LAKE LAND, FLORIDA POLICE DEPARTMENT (hereinafter "LPD"), a department of the municipal corporation, City of Lakeland, Florida, a city organized and existing under the laws of the State of Florida (hereinafter "City"), and _____ (hereinafter "Entity"). The _____ parties to this agreement are LPD and ENTITY.

WITNESSETH:

WHEREAS, ENTITY conducts or operates a business, resides, or plans to engage in activity at _____, located within the limits of the City, and desires, as a security measure, a police presence and services for purposes other than "special events," as the term "special event" is understood within the meaning of City Resolution No. 3561; and

WHEREAS, the City is willing to permit its police officers, acting in an extra-duty detail, to provide the services described herein while wearing police uniforms, utilizing police vehicles and other City property;

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Authority.**

The Entity expressly represents it or they are legally authorized and enjoy the legal capacity to bind the Entity in contract. The Entity fully comprehends and acknowledges the City is acting in reliance on this, as well as other, representations the Entity has made to members of the LPD as recited herein.

2. **Description and Schedule of Non-Special Event.**

The Entity expressly represents the Non-Special Event or occasion for which the Entity desires to obtain extra duty police security services of the LPD is as follows (please provide a detailed description of the occasion, including the dates and hours on and during which you are seeking the police services).

3. **Term of Agreement**

The term of this Agreement shall extend from _____ A.M./P.M on the _____ day of _____, 20____ through _____ A.M./P.M. the _____ day of _____, 20____ unless terminated by the process described herein.

4. **Assessment of Extra Duty Police Security Needs. Acknowledgements of Understanding by Entity, and Authority Retained by the LPD and the City.**

The Entity understands and consents to the LPD conducting an assessment of the security needs of the Entity for the occasion and activity anticipated at the location specified herein. The Entity understands the assessment of the referenced security needs by the LPD is conducted by the LPD to allow the LPD to determine the minimum number of extra-duty detail LPD officers would be adequate under the facts and circumstances anticipated and as explicitly communicated to the LPD by the Entity. The Entity acknowledges the assessment of security needs by the LPD as set out herein does not constitute a representation, promise, guarantee or warranty by the City or any department of the City, the LPD will be able to supply the minimum number of off-duty or extra-duty detail officers the LPD determines are required.

5. **Defining the Police Services to be Provided**

Subject to availability and considerations of public safety, the LPD agrees to facilitate and provide a quantity of _____ extra-duty detail police officers to provide private security services to the Entity as described herein. The selection and scheduling of the extra-duty detail police officers shall be in accordance with the practices and policies of the LPD as adopted from time to time.

A. The primary duties and essential functions of extra-duty police officers providing private security services shall be as assigned by LPD command in accordance with their security need assessments.

B. Police officers of the City, while performing the services described herein, shall wear LPD uniforms and utilize City vehicles and property.

C. The City shall furnish such records, reports, and documentation evidencing the performance of services pursuant to this Agreement as the Entity may reasonably request or as may be required by applicable law.

6. **Termination of Agreement**

In the event the Entity wishes to cancel the Non-Special Event described herein, the Entity agrees to notify the Special Operations Secretary of the LPD (telephone 863-834-6961) a minimum of twenty-four (24) hours in advance of the time upon which the Non-Special Event or the next scheduled occasion of off-duty or extra-duty detail public services is to occur, unless the same is scheduled to occur on a Saturday, Sunday or holiday celebrated by the City, in which case, before 3:00 p.m. on the preceding regular business day. The Entity further agrees if the Entity fails in this regard the Entity will timely pay the "call-out" fee of Eighty-Eight Dollars and Fifty Cents (\$88.50) by

money order or check made payable to the City of Lakeland, delivered to the LPD and to the attention of Sandee Sanders.

7. **Worker Compensation**

It is expressly understood and agreed extra-duty detail police officers in the course and scope of providing private security services pursuant to this Agreement are independent contractors and not employees of the Entity. The City shall be responsible for paying unemployment compensation contributions, and providing and maintaining worker's compensation coverage in an amount and under such terms as required by law.

8. **Compensation For Providing Off-Duty or Extra-Duty Detail Police Officer Services**

A. In return for providing extra-duty detail police officers to render private security services, the Entity agrees to pay the City the hourly rate of \$29.50 for each off-duty or extra-duty detail police officer providing services under this Agreement. This hourly rate includes an administrative fee of \$2.00 per hour for each officer provided under this Agreement for scheduling, invoicing, and handling. The Entity also agrees to pay a surcharge of \$1.00 per hour, per police officer providing services under this Agreement as reimbursement of the City's workers compensation costs paid, or to be paid, by the City.

B. The compensation the Entity pays for the extra-duty detail police officers pursuant to this Agreement represents the fair market value for the services being rendered and has been bargained for by arms-length negotiation.

C. Notwithstanding the provisions of paragraph 8.A. of this Agreement, in the event the City, during the term of this Agreement, is required, pursuant to a collective bargaining agreement with its police officers, to increase the amount of compensation that it pays to its police officers for extra-duty details/private security services as is a subject of this Agreement, the City shall have the right to increase the compensation the Entity is required to pay for the police services provided, or to be provided, under this Agreement, upon giving the Entity reasonable written notice of such increase.

D. If the Entity, by entering into this Agreement, is seeking off-duty or extra-duty detail police services of the LPD, for the first time, the Entity must prepay the entire costs to the City for those services as determined, calculated and communicated by the LPD, or the City, to the Entity.

9. **Independent Relationships**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Entity and the LPD or the City other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The parties are not joint venturers, partners, agents, or employees of one another.

The Entity fully understands that entering into this Agreement with the City does not act to guarantee, warranty or otherwise suggest other departments of the City will authorize actions by the Entity or the persons or entities for whom the Entity may act or who may participate in the Non-Special Event.

10. **Waiver of Terms and Conditions**

The failure of the LPD or the City to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver occurred.

11. **Severability**

It is the intention of the parties this Agreement is in compliance with all relevant state and federal statutes, regulations, and governmental agency guidelines governing the relationship between the parties at the time of execution. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

12. **Third Party Beneficiaries**

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights in or duties to any third parties of any nature whatsoever.

13. **Assignment**

This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

14. **Binding Effect**

This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the Entity, the LPD and its police members, and the City.

15. **Governing Law**

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida.

16. **Venue**

In the event any legal action is taken in connection with this Agreement, the proper venue for said action shall be in Polk County, Florida.

17. **Titles or Captions**

The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.

18. **Draftsmanship**

The fact that one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision or document either in favor of or against such party.

19. **Amendments**

This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be signed by each party and shall be attached to and become a part of this Agreement.

20. **Indemnification**

In consideration of the City and LPD authorizing its personnel to engage in private employment while wearing official uniforms and/or using City property or equipment, the employer, Entity _____, does hereby agree to release, defend, indemnify and hold harmless the City, LPD, their officers, directors, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorney’s fees and incidental defense costs arising out of or resulting from any acts of commission or omission in the performance of the Extra Duty police services as described herein. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or, on the amount or type of insurance coverage secured by the Entity. Further, the Entity shall require all their insurance carriers, with respect to all insurance policies to which they are a party, to waive all rights of subrogation against the City and the LPD incidental to the Extra Duty police employment described herein.

21. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

ENTITY

LAKELAND POLICE DEPARTMENT

By: _____
(sign name)

By: _____
Commanding Officer

Print name: _____

Attest:

(Page 7 left blank intentionally)