

NOTICE TO PARTIES REQUESTING EXTRA-DUTY DETAIL

Lakeland Police Department

Sandee Sanders 863-834-6961
219 N. Massachusetts Ave.
Lakeland, Florida 33801

Our aim is to provide you with an extra-duty detail that meets your needs. To ensure that enhanced police services are provided in an efficient and timely manner, we request that you review the following guidelines. **Please provide at least two (2) weeks advance notice.**

1. The Chief of Police, or designee, must approve all extra-duty details.
2. The Lakeland Police Department reserves the right to cancel any detail or Special Event upon notice to the sponsor. Sergeant rate: \$37 or \$44 - - Lieutenant rate: \$40 or \$47
3. There is a flat rate cost of \$34.00 per hour providing extra-duty detail services with a 3 (three) hour minimum (\$102.00). An Administrative fee of \$2.00 per hour and a Worker's Compensation fee of \$1.00 per hour are included in the hourly rate.
4. **If alcohol is consumed on Public Property at the event, there is a cost of \$41.00 per hour with a 3 (three) hour minimum \$123.00.** An Administrative fee of \$2.00 per hour and a Worker's Compensation fee of \$1.00 per hour are included in the hourly rate.
5. To cancel a detail, you **MUST** notify the Special Operations Office at 834-6961, at least 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 \$102.00 or \$123.00 as applicable.
6. **Payment for extra-duty details is required upon submission of your application.** Please attach a check or money order, payable to the City of Lakeland to your application. This requirement may be revised for future events once sufficient credit has been established with the City of Lakeland.
7. The entire application must be completed in its entirety, and you will be asked to enter into a written agreement with the City of Lakeland, which is provided on Pages 5-10. **Page 10 must be notarized prior to submission.**
8. Upon completion of the entire application please return to the Extra Duty Office at the Police Department or email to sandee.sanders@lakelandgov.net

Lakeland Police Department
Extra-Duty Officer Detail Application

Return this form to the Lakeland Police Department no later than 30 DAYS prior to the Event

Date of Event: _____ Officer Start Time: _____ End Time: _____

Type of Event: _____ Number of Officers Requested: _____

Event Location: _____

Contact Person at Event: _____ Phone No: _____ or _____

Organization or Sponsor: (THIS MUST BE FILLED OUT)

Organization or Sponsor Name: _____

Address: _____

Phone: _____ Cell: _____ Email: _____

Flat Rate Amount: (\$34.00 x Number of hours _____ x Number of Officers) _____ =
\$ _____
(Minimum \$102.00)

Special rate for alcohol event or less than 24 hour notice: \$41.00 per hour – 3-hour minimum (\$123.00)

***Make check or money order **made payable to the City of Lakeland** (863-834-6000) to the following address:

*City of Lakeland Treasurer's Office
228 S. Massachusetts Avenue
Lakeland, FL 33801*

FOR POLICE DEPARTMENT USE ONLY

Comments: _____

Number of Personnel Required _____ Other _____

Special Events Lieutenant _____ Date _____ [] Approve [] Disapprove

Commanding Officer - Special Operations _____ 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
("SPECIAL EVENTS")**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **City of Lakeland, 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 "**Sponsor**"). The parties to this agreement are **LPD** and **Sponsor**.

WITNESSETH:

WHEREAS, (sponsor) _____ conducts or operates a business, resides, or plans to engage in activity at (address) _____, located within the limits of the City, and desires, as a security measure and in exchange for obtaining permission and authorization by LPD to conduct or hold a "special event" (as that phrase is defined below), whether in whole or part, on City property, to obtain the presence of (an) extra-duty City police officer(s) who would wear official police uniforms and use City property or equipment during the term, days and hours specified herein; and

WHEREAS, the City is willing to allow its off-duty police officers to provide private security services at and in the immediate vicinity of (address)

_____ while wearing official City police uniforms and using Public property pursuant to the terms and conditions set forth hereinafter,

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. Definitions

The Parties to this agreement hereinafter agree the following words and phrases shall have the following meanings for purposes of understanding and construing this Agreement:

A. A "Special Event" (whether appearing in capitalized form, in the singular, plural or possessive form) shall include, but not be limited to, for example, block parties, parades, races, and festivals and may require the detour of traffic and the closure of streets.

B. A "Sponsor" (whether appearing in capitalized form, in the singular, plural or possessive form) is a person who, while acting in their individual or representative capacity, 1 5 for themselves, the Sponsor's business, a corporation, association, organization, club, etc. for whom they are legally empowered and authorized to act, a person of legal capacity to enter into a binding contract and act for themselves or the entity for whom they purport to act, in application for the required City permits and authorizations, and who seeks to obtain Extra Duty police services for or in association with a Special Event.

2. Description of Special Event and Officer Responsibilities

The Sponsor expressly represents the Special Event for which the Sponsor desires to obtain extra duty police security services of the LPD is as follows (please provide a detailed description of the planned special event to include the duties of the off duty officer(s) and the event information provided in the Sponsor’s Application for Special Event Permit appearing on page 3, if applicable.

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 cancelled or terminated in the manner described herein.

4. Authority and Acknowledgement of Reliance

The Sponsor affirmatively asserts the Sponsor has full legal capacity and authority to bind and act for and on behalf of themselves and the party identified above with whom the City enters into this Agreement. The Sponsor fully comprehends and acknowledges the City is acting in reliance on this, as well as other, representations the Sponsor has made as recited in, or otherwise contained herein.

5. Assessment of Extra Duty Police Security Needs, Acknowledgements of Understanding by Sponsor, and Authority Retained by the LPD and the City.

The Sponsor understands and consents to the LPD conducting a pre-event assessment of the security needs created by the occurrence of the special event that is a subject of this Agreement. The Sponsor 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 LPD officers believed to be adequate under the facts and circumstances anticipated by the Sponsor as a result of the future, planned occurrence of the special event, and, as explicitly communicated to the LPD. The Sponsor 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 LPD, the City, the LPD or any other department of the City, the LPD will be able to supply the minimum number of extra-duty officers the LPD determines are required for the Special Event given anticipated, scope, facts and circumstances of the anticipated special event as represented by the Sponsor. The Sponsor further acknowledges the City or LPD expressly reserves the right to alter, disapprove, cancel or terminate the special event as is deemed necessary for purposes of public safety. The Sponsor fully understands and agrees that a cancellation or termination of the Special Event by the LPD due to reasonable public safety concerns shall not constitute a breach of this Agreement and the exclusive remedy available to the Sponsor for such cancellation or termination is the return to the Sponsor of whatever sum would constitute an actual overpayment by the Sponsor for anticipated Extra Duty police services not actually rendered. (See paragraph 7 below for Agreement terms relevant to Sponsor cancellation of Special Event.)

The Sponsor understands the extra duty detail police services provided for the Special Event are intended to offer an immediate presence of uniformed, sworn law enforcement personnel at the location or venue of the Special Event, and, in so doing, to exploit opportunities to reduce the response time for police to respond to observable unlawful or unruly conduct that represent hazards to public safety and property security, and to, by their presence alone, serve to potentially deter such behavior. The Sponsor also fully understands and accepts that the City of Lakeland, Florida, its

elected officials, employees and police officers, in providing extra duty detail police services pursuant to this Agreement, are not assuming all duties of protection or care to all determinate and indeterminate persons who may attend or participate in the Special Event or who may be harmed, not on the premises where the Special Event is held, but by persons who may be affected by conduct or events occurring or arising thereon. The Sponsor acknowledges the extra duty detail police services provided by the City of Lakeland, Florida Police Department merely serve to supplement other security services, measures and/or care provided or taken by the Sponsor and the Sponsor specifically DOES NOT expect or rely on the City of Lakeland, Florida, its elected officials, employees or police officers to exclusively assume all duties of care or to protect any person or property.

6. **Defining Extra Duty Police Services**

- A. Subject to availability and considerations of public safety, the LPD agrees to attempt to provide (quantity) _____extra-duty police officer(s) to provide private security services associated with the occurrence of the Special Event described by the Sponsor herein. The selection and scheduling of the extra-duty police officer(s) shall be in accordance with the practices and policies of the LPD as adopted from time to time.
- B. The primary duties and essential functions of the extra-duty police officers providing private security services shall be as assigned by LPD command in accordance with security need assessments occurring before, during or after, but in association with the occurrence of the Special Event that is a subject of this Agreement.
- C. The City shall furnish such records, reports, and documentation evidencing the performance of services pursuant to this Agreement as the Sponsor may reasonably request or as may be required by applicable law.

7. **Sponsor Cancellation of Special Event; Notice Required; "Call-Out Fee"**

In the event the Sponsor wishes to cancel a Special Event for which they have been approved by the LPD, the Sponsor agrees to notify the Special Operations office at 863-834-6961 a minimum of twenty-four (24) hours in advance of the represented time upon which the Special Event is to occur unless the Special Event 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 Sponsor further agrees if the Sponsor fails in this regard the Sponsor will timely pay the "call-out" fee of \$102.00 or \$123.00 by money order or check made payable to the City of Lakeland, delivered to the LPD.

8. **Worker Compensation**

It is expressly understood and agreed extra-duty police officers in the course and scope of providing private security services pursuant to this Agreement are independent contractors and not employees of the Sponsor. 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.

9. **Compensation for Providing Extra-Duty Police Officers**

- A. In return for providing extra-duty police officers to render private security services in association with the occurrence of the Special Event the Sponsor agrees to pay the City the rate of \$34.00 per hour, or special rate of \$41.00 per hour of Extra Duty police services provided by each extra-duty LPD police officer providing those services pursuant to this Agreement. This hourly rate includes an administrative fee of \$2.00 per hour, per each and every extra-duty LPD police officer provided under this Agreement for the Special Event to cover the costs of scheduling, invoicing, handling, and \$1.00 per hour, per officer, for worker compensation fees.

B. The payment by the Sponsor for the provision by the City of extra-duty police officers pursuant to this Agreement represents the fair market value for the services being rendered and have been bargained for by arms-length negotiation.

C. Notwithstanding the provisions of paragraph 9.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 private security services as are a subject of this Agreement, the City shall have the right to pass on any such increase to the Sponsor upon giving the Sponsor reasonable written notice of such increase.

D. If the Sponsor, by entering into this Agreement, is seeking extra-duty, Extra Duty police services of the LPD, for the first time, the Sponsor must prepay the entire costs to the City for those services as determined, calculated and disclosed by the LPD and the City to the Sponsor.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. **Binding Effect**

This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the Sponsor, the LPD, and the City.

16. **Governing Law**

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

17. **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.

18. **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.

19. **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.

20. **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.

21. **Indemnification**

In consideration of the City and LPD authorizing its personnel to engage in private employment while wearing official uniforms and/or using Public property or equipment, the employer, Sponsor _____ does hereby agree to defend, indemnify and hold harmless the City, LPD, their officers, 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 from any personal injury suffered by LPD personnel while in the performance of such private employment work. 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 Sponsor. Further, the Sponsor 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.

22. **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.
SPONSOR LAKELAND POLICE DEPARTMENT

Sponsor Name: _____
(Print)

Sponsor Signature: _____
(Sign)

Acting for (Organization): _____

Attest:

(Witness)

STATE OF FLORIDA COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____. He/she is personally known to me [] or has produced _____ as identification, and who did not take an oath.

Notary Public, State of Florida

Notary Stamp

Printed Name of Notary Public