



Lakeland Police Department

219 N. Massachusetts Ave.

Lakeland, Florida 33801

(863) 834-6961

Fax (863) 834-6986

Instructions for completing the attached Application for Special Event Permit:

If you intend to hold a "Special Event" (for example, a block party, parade, race, festival, etc.) entailing the use of the public property within the City of Lakeland, Florida, the City of Lakeland requires you to first obtain a permit from the City of Lakeland Police Department, pay fees, perhaps obtain other authorizations from the City of Lakeland, show proof you have obtained insurance coverage in favor of the City, etc., and perhaps enter into a contract to employ police personnel for "extra-duty detail" work. The details of the application and approval process are contained in these materials. Please review all the attached materials before completing the application.

The completed application **MUST BE RETURNED NO LATER THAN 30 BUSINESS DAYS preceding the event. There will be no exceptions. ALL PAGES OF THE APPLICATION MUST BE COMPLETED.** The Waiver, Promise to Defend, Indemnify and Hold City of Lakeland, FL, ET AL., Harmless (Pg. 10-11) **must be read, signed, and notarized prior** to submission for approval. You may return the application in person or by mail to the Lakeland Police Department to the attention of Sandee Sanders.

If hiring police personnel please complete pages 14-20 and ensure the attached application is notarized on page 20 prior to returning that document.

Block parties, if approved, must **begin no later than 9:00 p.m.** and end no later than **10:00 p.m. on Sunday through Thursday** and **end no later than 11:00 p.m. on Friday or Saturday night**. In addition, if your event will require the closure of a street or sidewalk, all residents and/or businesses affected by the closure must be notified of the event and, if they consent thereto, sign the Property Owner Approval Sheet on page 4. **THIS PAGE MUST BE NOTARIZED.**

If, in conjunction with your event, you would like to serve, sell or consume alcoholic beverages on "public property" as defined by City ordinance (see page 9), you must obtain an alcohol permit from the Division of Alcoholic Beverages and Tobacco in Tampa, FL 813-272-3257 and provide alcohol liability insurance. You must also read and agree to comply with the City of Lakeland ordinance Section 6-12 appearing on page 9.

The Traffic Operations Division (Ph: 834-3491) of the Public Works Department must also approve the special event (please see page 6) and may require fees for materials and labor if street closures are requested. Such fees are to be paid to the Traffic Operations Division **prior** to submitting the application to the Lakeland Police Department (see page 6).

If you are utilizing City parks you must contact and obtain the approval of the Parks and Recreation Division (863) 834-6035 (see page 7). If you intend to have any amplifying equipment at this event, you must read, sign and comply with the City of Lakeland ordinances Section 70-45, Section 70-46, and Section 70-47 provided on page 8.

The Lakeland Police Department reserves the right to approve, disapprove, make alterations, or cancel any event as deemed necessary for public safety. The Lakeland Police Department will review and assess the need to employ extra-duty police officers based upon the specific event for which you have applied for authorization. The “Extra-Duty Detail Agreement”, pages 13 thru 19 must be completed to hire off duty officers.

Further, if you propose to close a state road for your special event, you must obtain prior approval from the Florida Department of Transportation’s (FDOT) District I Engineer. Contact FDOT at 863-519-2300. If you have any questions regarding your application, please call the Lakeland Police Department Special Operations Division, Monday through Friday, between 8:00 a.m. and 4:30 p.m., at (863) 834-6961.

Sincerely,

Lisa Womack
Chief of Police

Captain Rick Taylor
Special Operations Division

Lieutenant Albert Wilson
Special Operations Section

| |
|----------------------|
| INSTRUCTIONS: |
|----------------------|

- | |
|--|
| <ol style="list-style-type: none">1. Have Parks & Recreation at Lake Mirror Center sign off (page 7) if using City parks or City parking lots2. Have Traffic Operations on Rose St. sign off (page 6) if blocking streets3. Sign the Noise Ordinance (page 8) and Alcohol Ordinance (page 9) if alcohol consumed/served/sold4. Complete the Hold Harmless (page 10-11) and have page 11 notarized5. Complete the Waiver (page 15-20) and notarize page 20 if you are hiring off duty officers6. Make sure pages 4,11 are notarized and page 20 are notarized before submitting the application to LPD7. Bring completed and approved application to LPD for final approval |
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CITY OF LAKELAND - Application for Special Event Permit

In accordance with procedures established by the City of Lakeland, the applicant hereby applies for a Special Event Permit and attests the following information is true and correct:

Date(s) of Event: _____

Day(s) of the Week: _____

TYPE OF EVENT: (Circle appropriate event below)

Circle: Parade Run Festival/Carnival Walkathon Other: _____

Circle: **Yes** -- I will be hiring extra-duty police officers (If yes, you MUST fill out pages 13-19)

Circle: **No** -- I will not be hiring extra-duty police officers (complete pages 3-10 only)

ORGANIZATION SPONSORING SPECIAL EVENT

ORGANIZATION NAME _____ PHONE NO _____

MAILING ADDRESS _____

SPONSOR/CONTACT _____ PHONE NO. _____

E-MAIL ADDRESS _____

LOCATION OF EVENT _____

ASSEMBLY AREA _____ ASSEMBLY TIME _____

DISBANDMENT AREA _____ DISBANDMENT TIME _____

EVENT START TIME _____ EVENT END TIME _____ NUMBER OF VEHICLES _____

NUMBER OF PARTICIPANTS _____ ANIMALS (circle) Yes No TYPE ANIMALS _____

ALCOHOL SERVED/SOLD? Circle: **Yes - No** If alcohol is consumed/sold on Public property, Alcohol Ordinance [Page 7] must be signed before submission for approval. You will be required to obtain an Alcohol Permit from the Division of Alcoholic Beverages and Tobacco in Tampa, FL 813-272-3257 and provide alcohol liability insurance.

FOR POLICE DEPARTMENT USE ONLY

Comments: _____

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

Commanding Officer Special Operations Division Date: _____ [] Approve [] Disapprove

Property Owner Approval Sheet

We, the undersigned property or business owners or tenants have no objections to the temporary closure of the street and/or sidewalks abutting our property being temporarily closed for the time span indicated below. **Road closures must start one hour before the event start time and end one hour after the event end time. This form must be notarized.**

STREET(S) TO BE CLOSED: _____

BETWEEN _____ & _____

DATE OF REQUESTED CLOSURE: _____ TIME SPAN: FROM _____ TO _____

****NOTE: PLEASE IDENTIFY ALL PROPERTIES THAT ARE VACANT AS "VACANT"**

PRINTED NAME

ADDRESS

SIGNATURE

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I hereby swear or affirm I have notified the owners, tenants or representatives of all residences and businesses located on property abutting the streets and sidewalks on which all or some part of the special event will occur.

(Signature of Special Event Sponsor)

State of _____ County of _____

The foregoing instrument was acknowledged before this _____ day of _____, 20____, by

_____, who is personally known to me () or who has produced _____ as identification.

Notary Stamp

(Signature of Notary Public) _____

Print, Type, or Stamp Name of Notary Public) _____

Proposed Event Location

You must provide, below, a diagram of the proposed special event location to include, if a parade or march, the assembly area, starting point, and disbandment point. **USE THIS PAGE FOR THE DIAGRAM.**

NOTE: The Lakeland Police Department reserves the right to approve, disapprove, make alterations to, or cancel any special event.

Notice to Sponsors of Special Events
City of Lakeland — Agency Notification

STREET CLOSURES - LAKELAND TRAFFIC OPERATIONS/PARKING SERVICES

On February 15, 1993, the Lakeland City Commission adopted Resolution No. 3561 that set a policy concerning City services that are required for special events. This policy provides that costs incurred by the City's Traffic Operations Division in servicing the special event are to be passed on to the special event sponsor unless the special event is considered a City sponsored event.

Special events may require temporary detouring of traffic and/or street closures. Examples of special events are: block parties, parades, races, festivals, etc. The Lakeland Police Department must approve all special events. The approval process requires the sponsor of the event to follow certain procedures outlined in the attached form appearing on page 1.

The City has identified criteria by which events are classified (small, medium, or large). The event classification determines the minimum deposit required at the time the event application is processed. The final charges will be made based on actual costs incurred by Traffic Operations Division in providing traffic control (labor and materials supplied but not returned or damaged). Therefore, the final bill may result in either a credit refund to the event sponsor or an invoice for additional charges.

TRAFFIC OPERATIONS/PARKING SERVICES FEES

Traffic Operations Street closure Fees:

- Small Event - **\$30.00**
- Medium Event - **\$185.00**
- Large Event - **Fee to be determined**

Parking Services Fees:

- Munn Park North Parking Lot:
\$50 for half-day ---- \$100 for full-day (Monday thru Friday 8A – 5P)
- Main Street Garage: **Fee to be determined for garage staffing and security**

The Traffic Operations Division, 834 East Rose Street, is required by City Resolution to charge fees for street closures. If your organization is tax exempt, please indicate below. A copy of your tax-exempt certificate must be submitted with this application or taxes will be charges. Use only chalk (no paint) on sidewalks. If paint is used, you will be billed for paint clean up fees. For further inquires please contact Traffic Operations at (863) 834-3491.

Note: The above fees do not include service charges and Extra-Duty Detail charges by the Lakeland Police Department or other City Divisions.

Tax Exempt: (circle one) Yes No

Signature of Traffic Operations Representative

_____ Date _____ [☐] Approve [☐] Disapprove

IF USING PUBLIC PROPERTY - LAKELAND PARKS AND RECREATION

STREET CLOSURES & PARK RENTALS with a STREET CLOSURE

- Any street closure requires a walkthrough scheduled with a Parks employee. Levels of staffing are determined at the time of the walkthrough by the Parks representative. Street closures are subject to labor fees; fees are assessed at \$28.00 per hour per employee. In addition, a clean-up fee will be charged for trash left at the site.
- Labor associated fees will be assessed through the Parks Division at the Lake Mirror Complex, 121 South Lake Avenue.
- For further inquiries and reservations, please call the Parks & Recreation Office (863) 834-2280.

Fee Paid: _____

(Signature of Parks & Recreation Representative)

Date: _____

[] Approve [] Disapprove

If you intend to have any amplifying equipment at this special event, you must read and comply with the following City ordinances.

Section 70-45 - Definition of noise disturbance

As used in this article, a “noise disturbance” is any sound which is:

- (1) Unreasonably loud and disturbing;
- (2) Of such character, quantity, or duration as to be injurious to human or animal life, or property;
- (3) Of such character, quantity, or duration as to unreasonably interfere with comfortable enjoyment of life or property; or
- (4) Of such character, quantity, or duration as to unreasonably interfere with the normal conduct of business.
(Ord. No. 3717, § 5, 5-20-96)

Section 70-46 - Prohibition of noise disturbance

No person or legal entity, through its officer, agents or employees, shall make, maintain, or cause to be made or maintained a noise disturbance as defined in this article. The continuation of a noise disturbance upon one’s property following notice of its existence to that person making, maintaining, or causing to be made or maintained a noise disturbance shall be deemed to continue with the permission of the property owner. (Ord. No. 3717, § 6, 5-20-96)

Section 70-47 - Specific prohibitions

The following specified acts and circumstance are hereby declared to constitute prohibited noise disturbances in violation of this article; provided, however, such enumeration is not and shall not be deemed to be exclusive; provided, further, that all other acts and circumstance meeting the definition of noise disturbance are likewise declared to be in violation of this article:

- (1) *Radios, televisions, tape players, compact disc players, musical instruments and similar devices.* Playing or permitting the playing of any radio, television, tape player, compact disc player, musical instrument or similar device, whether or not amplified, in such a manner or with such volume as to annoy or disturb the quiet, comfort and repose of a reasonable person in any dwelling, place of business, hotel or other place of residence.
- (2) *Amplified human voice.* Amplifying the human voice in such a manner or with such volume as to annoy or disturb the quiet, comfort, and repose of a reasonable person in any dwelling, place of business, hotel or other place of residence.
(Ord. No. 3717, § 7, 5-20-96)

Note: Block parties, if approved, must **begin no later than 9:00 p.m.** and end no later than **10:00 p.m. on Sunday through Thursday** and **end no later than 11:00 p.m. on Friday or Saturday night**. If your event will require a street closure, please complete the Property Owner Approval Sheet on Page 4 and have notarized.

I, _____, have read and will comply with above listed City ordinances and rules.
Printed Name of Sponsor

Signature of Sponsor

**City of Lakeland
Alcohol Ordinance**

The consumption of alcoholic beverages on —public property is prohibited by City Ordinance 6-12 UNLESS the City Manager or designee has authorized same. The City Manager has designated the Chief of Police and the Chief's designee to exercise this authority. You must, therefore, obtain written authorization from the Chief of Police, or the Chief's designee, to serve alcoholic beverages on Public Property.

Section 6-12 - Public Consumption of Alcoholic Beverages.

The consumption by an individual of an alcoholic or intoxicating beverage on public property within the City shall constitute a violation of this section, and punishable as provided in section 1-14.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

- (1) Alcoholic beverage means all beverages containing more than one percent of alcohol by weight.
- (2) Intoxicating beverage means those alcoholic beverages containing more than 3.2 percent of alcohol by weight.
- (3) Public property means lands and improvements owned or leased by the federal government, the state, the county, the City or any other governmental entity, and includes, but is not limited to, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way and other similar property, but does not mean any such property on which any person has a beverage license issued by the state pursuant to F.S. Ch. 561, authorizing and permitting the sale of alcoholic or intoxicating beverages, **nor shall it mean any public property upon or within the City, the City manager, or his designee, has authorized the sale or consumption of alcoholic or intoxicating beverages in conjunction with a specific event and subject to the imposition of such terms and conditions as determined to be necessary or appropriate.**
- c) The percentage of alcohol by weight shall be determined in the manner provided in F.S. § 561.01(4) (b).
- d) For the purposes of this section, the possession of an opened container having an alcoholic or intoxicating beverage therein shall constitute prima facie evidence of consumption by the person in possession of the container.

(Code 1960, § 18.19; Ord. No. 3329, §1, 12-16-91; Ord. No. 3370, § 1, 7-20-92)

I _____, have read and will comply with the above listed City ordinance.
Printed Name of Special Event Sponsor

Print name of Special Event Sponsor

Signature of Special Event Sponsor

WAIVER, PROMISE TO DEFEND, INDEMNIFY AND HOLD CITY OF LAKE LAND, FLORIDA, ET AL., HARMLESS

1. REPRESENTATION OF AUTHORITY

In executing this document the undersigned acknowledges he/she/they is/are the chief executive officer, principal and/or owner(s) of _____ and, as such, is/are fully authorized to act for and to bind same to the obligations and undertakings of, or as required by the execution of this legal document. The undersigned does/do hereby further acknowledge it is by the acts, efforts, and/or sponsorship of _____, as permitted by the City of Lakeland, Florida (hereinafter "City"), that a special event of their design and control, generally known as _____ is to occur, on the _____ day of _____, 20____, in the vicinity of _____, in whole or part on Public property, or other public property under the maintenance or control of the City. The undersigned does/do hereby further acknowledge, in executing this legal document, they are of sound mind, the age of majority, and otherwise possess both capacity and full authority to act for _____, and fully understand the contents of this document.

2. WAIVER

As such, the undersigned does/do hereby, with respect to the City, the Lakeland Police Department ("LPD"), its elected officials, officers, directors, agents, guests, invitees, employees and persons or entities acting for or on behalf of the City or LPD, voluntarily, fully and completely waive, abandon, and relinquish all grounds, rights and privileges now existing or yet to come into existence for any action, failure to take action, and arising in connection with or stemming from the City's approval of his/her/their application for a City permit to conduct the special event identified herein. In the event of litigation or arbitration in connection with the enforcement or interpretation of this General Waiver, the undersigned agrees to waive all rights to payment or contribution of payment for any fees or costs incurred by or through them by the City, LPD, any employee or elected official of the City, or persons or entities acting for or on behalf of the City or LPD.

FURTHER, with regard to any applicable insurance coverage the undersigned may enjoy or obtain as a condition precedent to the City or LPD permitting a "Special Event" and/or the possession or service of alcoholic beverages on public property, the undersigned hereby waives their right of subrogation otherwise available therein or thereby.

3. PROMISE TO DEFEND AND INDEMNIFY

FURTHER, the undersigned do/does hereby, individually and on behalf of all their contractors and sub-contractors of the special event, their heirs, executors, administrators, successors, privies,

and assigns assignees, voluntarily agree to defend, indemnify and hold harmless the City, LPD, its elected officials, officers, directors, agents, guests, invitees, and employees, and entities acting for or on behalf of the City or LPD, their heirs, agents, executors, administrators, insurers, insureds, suppliers, distributors, successors, privies, assigns, assignees, associations, partnerships, or anyone claiming by or 10 through them, from any and all claims, actions, causes of actions, demands, payments, attorney fees, benefits, rights, damages, costs, losses of any kind, liens, expenses and compensation whatsoever arising out of, or resulting from the City's approval of the "Special Event", the City's issuance of a "Special Event Permit" for such occurrence, and the special event or occurrence itself.

THE UNDERSIGNED FURTHER ACKNOWLEDGES THEY HAVE READ THE FOREGOING AND FULLY UNDERSTAND THE MEANING THEREOF.

Signed, sealed and delivered this _____ day of _____, 20_____.

(Name of sponsor/sponsor business entity)

By: _____
(Owner/Principal/Authorized Officer)

By: _____
(Owner/Principal/Authorized Officer)

ATTEST:

Sponsor/Business Entity Executive Secretary or 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 Stamp

Notary Public, State of Florida

Printed Name of Notary Public

INSURANCE COVERAGE

Depending on the nature of the planned, special event, the City, or the Lakeland Police Department acting for the City, may require the sponsor and/or host of the special event to obtain, maintain and show adequate proof of insurance coverage which enjoys the following characteristics:

1. be provided by insurers having an “AM Best” rating of no less than “A”,
2. in no way limit the liability of the special event sponsor and/or private host,
3. except for worker compensation and professional liability, be endorsed to name the City of Lakeland, Florida as an additional insured to the extent of the City’s interests arising from the permitting and special event itself,
4. except for worker compensation and to the extent permitted under the relevant insurance policies, the sponsor and/or private host must waive its right of recovery and contribution from the City of Lakeland, Florida,
5. it shall be primary,
6. it shall be an “occurrence” policy or policies written in comprehensive, commercial general liability form, protecting the City of Lakeland, Florida against all claims arising from any injury, loss, disease, sickness or damages of any person other than the employees of the sponsor and/or private host, or damage to the property of the City of Lakeland, Florida arising from any act or omission of the sponsor and/or private host, their agents, employees or subcontractors,
7. it shall include protection for property damage resulting from explosion, collapse or underground (xcu) exposures,
8. generally, have established liability limits in an amount of no less than \$1,000,000.00 per occurrence, and
9. if it prohibits the insured to agree to a pre-loss waiver of subrogation, the insured must require the applicable policy to be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent, and show proof thereof to persons acting for the City in considering the permitting of the special event identified herein.

NOTICE TO PARTIES REQUESTING EXTRA-DUTY DETAIL

Lakeland Police Department

219 N. Massachusetts Ave.

Lakeland, Florida 33801

(863) 834-6961

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.

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.
3. There is a flat rate cost of \$29.50 per officer providing extra-duty detail services with a 3 (three) hour minimum (\$88.50). A worker's compensation surcharge of \$1.00 per hour is included in the rate.
4. **If alcohol is consumed on Public Property at the event, there is a cost of \$43.77 per officer providing extra-duty detail services with a 3 (three) hour minimum \$131.31).** A worker's compensation surcharge of \$1.00 per hour is included in the rate.
4. 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 \$88.50 or \$131.31 as applicable.
5. **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 once sufficient credit has been established with the City of Lakeland.
6. The following pages must be completed in their entirety, and you will be asked to enter into a written agreement with the City of Lakeland, which is provided on Pages 14-20. **Page 20 must be notarized prior to submitting application for approval.**

**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: (\$29.50 x Number of hours _____ x Number of Officers) _____ =
\$ _____
(Minimum \$88.50)

Alcohol Rate Amount (if alcohol at event): (\$43.77 x Number of hours _____ x Number of Officers)
_____ = \$ _____
(Minimum \$131.31)

***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 Fax: (863) 834-6986*

FOR POLICE DEPARTMENT USE ONLY

Comments: _____

Number of Personnel Required _____ Other _____

| | | | |
|---------------------------|------|-------------|----------------|
| | | [] Approve | [] Disapprove |
| Special Events Lieutenant | Date | | |

| | | | |
|---|------|-------------|----------------|
| | | [] Approve | [] Disapprove |
| Commanding Officer - Special Operations | Date | | |

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

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 \$88.50 or \$131.31 by money order or check made payable to the City of Lakeland, delivered to the LPD and the attention of Sandee Sanders.

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 \$29.50 per hour, (\$43.77 per hour if alcohol beverages will be consumed on Public Property) 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)

By: _____
Commanding Officer

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