

NOTICE TO PARTIES REQUESTING EXTRA-DUTY DETAIL

Winter Haven Police Department
125 North Lake Silver Drive, NW
Winter Haven FL 33881
(863) 291-5858

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. **The attached application must be provided to the Extra Duty Coordinator of the Winter Haven Police Department no later than 10 working days before the event.**

1. The Chief of Police, or designee, must approve all details.
2. The Winter Haven Police Department reserves the right to cancel any detail special event upon notice to the sponsor.
3. There is a cost of \$32.00 per officer providing extra-duty detail services with a 3 hour minimum. A Worker's Compensation, Social Security, Medicare and Administrative surcharge of \$4.00 per hour is included in the \$32.00 rate.
4. To cancel a detail, you MUST notify the Extra Duty Coordinator 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 three hours totaling \$96.00 per officer.
5. If you are requesting an extra-duty detail for the first time, you are required to pay the entire cost prior to the detail. This requirement may be revised once sufficient credit has been established with the City of Winter Haven. Cash, check or money order, payable to the City of Winter Haven, must be received by the Winter Haven Police Department / Extra Duty Coordinator one week prior to the event.
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 Winter Haven, which is provided on Pages 3 - 8.

**Winter Haven Police Department
Extra-Duty Officer Detail Application**

Return this form to the Winter Haven Police Department Extra Duty Coordinator no later than 10 DAYS prior to the event.

Date of Event _____ Officer Start Time _____ End Time _____

Event Location _____

Number of Officers Requested _____ / **Duties Requested of Officers (Be Specific):** _____

Contact Person at Event _____

Send Invoice To (THIS MUST BE FILLED OUT)

Organization Name _____

Address _____

Phone _____

Estimated Number of Participants

Persons _____ Vehicles _____ Animals Yes No Type _____

Alcohol Served Yes No (If on City Property, Permit must be attached before approval)

Amount of Deposit _____ (\$32.00 x Number of Hours x Number of Officers)

Deposit required one week prior to event.

Return this application with check or money order **made payable to the City of Winter Haven** to the following address:

Winter Haven Police Department
Attention: Extra Duty Coordinator
125 North Lake Silver Drive, NW
Winter Haven Florida 33881
(863) 291-5858

**Remember: Organizations or persons requesting extra-duty officers
must pay total amount one week before the event.**

FOR POLICE DEPARTMENT USE ONLY

Special Events Coordinator Recommends Approval Does Not Recommend Approval

Comments _____

Number of Personnel Required _____ On-Duty Off-Duty Other _____

Uniform Services Bureau Commander/Deputy Chief _____

_____ Date

Approve Disapprove

**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 Winter Haven, Florida Police Department** (hereinafter “**WHPD**”), a department of the municipal corporation, City of Winter Haven, 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 **WHPD** and **Sponsor**.

WITNESSETH:

WHEREAS, _____ 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 and in exchange for obtaining permission and authorization by WHPD 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) off-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 _____

_____ while wearing official City police uniforms and using City 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, 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 WHPD is as follows (please provide a detailed description of the planned special event to include the event information provided in the Sponsor's Application for Special Event Permit appearing on page 2 of the packet of materials entitled "The 'Special Event' Process") _____

3. Term of Agreement.

The term of this Agreement shall extend from _____ AM/PM. on the _____ day of _____, 20_____ through _____ AM/PM 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, Acknowledgments of Understanding by Sponsor and Authority Retained by the WHPD and the City.

The Sponsor understands and consents to the WHPD 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 WHPD is conducted by the WHPD to allow the WHPD to determine the minimum number of off-duty WHPD 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 WHPD. The Sponsor acknowledges the assessment of security needs by the WHPD as set out herein does not constitute a representation, promise, guarantee or warranty by the City or WHPD, the City, the WHPD or any other department of the City, the

WHPD will be able to supply the minimum number of off-duty officers the WHPD 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 WHPD 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 WHPD 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).

6. Defining Extra Duty Police Services.

A. Subject to availability and considerations of public safety, the WHPD agrees to facilitate and provide _____ off-duty police officers to provide private security services associated with the occurrence of the Special Event described by the Sponsor herein. The selection and scheduling of the off-duty police officers shall be in accordance with the practices and policies of the WHPD as adopted from time to time.

B. The primary duties and essential functions of the off-duty police officers providing private security services shall be as assigned by WHPD 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 WHPD, the Sponsor agrees to notify the Extra Duty Coordinator 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 PM 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 Ninety-Six Dollars (\$96.00) by money order or check made payable to the City of Winter Haven, delivered to the WHPD and the attention of the Extra Duty Coordinator.

8. Worker Compensation.

It is expressly understood and agreed off-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 Off-Duty Police Officers.

A. In return for providing off-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 \$32.00 per hour for each hour of Extra Duty police services provided by each off-duty WHPD police officer providing those services pursuant to this Agreement. This hourly rate includes an administrative fee of \$4.00 per hour, per each and every off-duty WHPD police officer provided under this Agreement for the Special Event to cover the costs of scheduling, invoicing, handling, and Worker's Compensation surcharges, Social Security and Medicare taxes paid by Employer.

B. The payment by the Sponsor for the provision by the City of off-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. If the Sponsor, by entering into this Agreement, is seeking off-duty, Extra Duty police services of the WHPD, for the first time, the Sponsor must prepay the entire costs to the City for those services as determined, calculated and disclosed by the WHPD 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 WHPD 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 WHPD 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 WHPD 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 WHPD 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 WHPD authorizing its personnel to engage in private employment while wearing official uniforms and/or using City property or equipment, the employer, Sponsor _____, does hereby agree to defend,

indemnify and hold harmless the City, WHPD, 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 WHPD 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 WHPD 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

WINTER HAVEN POLICE DEPARTMENT

Print name: _____

Acting for: _____

By: _____
Signature

By: _____
Commanding Officer

Attest:

STATE OF FLORIDA

COUNTY OF POLK

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

_____ of _____
(identify office held)

_____, who is personally known to me or who has produced _____
(name of corp., assoc., etc.)

_____ as identification, and who did (did not) take an oath.

Notary Public, State of Florida

(Printed Name of Notary Public)