



LAW ENFORCEMENT SPECIAL DETAIL AGREEMENT

THIS AGREEMENT, entered into this day ____ of _____, 201_, by and between the City of North Port, Florida, hereinafter referred to as "City," and _____, hereinafter referred to as "Applicant," to provide Applicant with the professional law enforcement services of off-duty police officers through the City's Police Department.

WITNESSETH:

WHEREAS, the North Port Police Department is the City's law enforcement agency with a mission to protect the lives and constitutional rights of the public by maintaining and promoting community, order, and respect for the law. The North Port Police Department provides a supplementary service to special events by assigning off-duty law enforcement officers through the use of "Special Detail" assignments; and

WHEREAS, the City's Chief of Police agrees to provide the Applicant with Special Detail officers upon the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

SPECIAL DETAIL INFORMATION

1. The Applicant has submitted an Application for Law Enforcement Special Detail, which is attached hereto as **Exhibit "A"** and incorporated by reference.
2. As indicated on Exhibit "A", the Applicant desires to obtain professional law enforcement services from the City as follows:

A. The "event location" will be: _____, North Port, Florida.

B. This Agreement is for the following type of Special Detail: (Please check one)

_____ One-Time Agreement

_____ Temporary Service Agreement (multiple events within 30 days)

_____ Annual Service Agreement (multiple events within one year)

- C. The Applicant will be provided with the following amount of staff at the event location upon the terms and conditions as set forth below: (Please indicate the number of each type of personnel)

_____ Special Detail officers

_____ Special Detail supervisors

_____ Special Detail managers



SPECIAL DETAIL TASKS

3. Any Special Detail officer(s) provided by the City pursuant to this Agreement shall perform the regular law enforcement duties of an on-duty officer and provide for the health and security of persons at the event location. The Special Detail officer(s) shall at all times adhere to the City's Policies and Procedures and will not engage in any behavior that would contradict these Policies and Procedures.
4. At all times pertinent to this Agreement, Special Detail officers will be assigned by and remain under the command and control of the North Port Police Department, Chief of Police or designee. The Applicant is not permitted to direct or assign a Special Detail officer to a specific task or location, but may make a request or suggestion to the officer. Ownership, maintenance, and selection of equipment to be used at the event location are the sole responsibility of the City. The standard equipment assigned to a North Port Police Officer for use during the performance of their on-duty assignments shall be used by the Special Detail officer during the Special Detail.

COST AND PAYMENT

5. The Applicant shall pay for a minimum of three (3) hours per Special Detail officer provided.
6. The following hourly rates shall apply for each Special Detail officer assigned to the event location:

Officer	Supervisor	Manager
\$41.00	\$48.00	\$54.00

7. Annual Service Agreements. If this Special Detail is an Annual Service Agreement, Applicant will be invoiced monthly and payment is due within thirty (30) days of the date on the invoice.
 - A. If payment is not received within forty (40) days of the date on the invoice, a twenty-five dollar (\$25.00) late fee will be added, with an additional twenty-five dollar (\$25.00) late fee for every thirty (30) days thereafter.
 - B. If payment is not received within sixty (60) days of the date on the invoice, in addition to the penalties provided above, the City may cancel all of Applicant's Special Detail applications until payment, including all late fees, are paid in full. Any new Special Detail applications will be treated as applications for a Temporary Service Agreement and a good payment history must be established before the Applicant is permitted to enter into a new Annual Service Agreement.
8. One-Time and Temporary Service Agreements. If this Special Detail is a One-Time Agreement or Temporary Service Agreement, Applicant will be invoiced prior to the event and payment is required no less than three (3) business days before the event.

FURTHER TERMS

9. To the extent permitted by Florida law, the Applicant shall indemnify, defend, and hold harmless the City, Commissioners, officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses and costs, including consequential, special, indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs,



whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect, or omissions of the Applicant, or Applicant's officers, employees, agents, subcontractors, sub-consultants, and other persons employed or utilized by the Applicant during the performance of, or the failure to perform, under this Agreement. This Agreement does not constitute a waiver of sovereign immunity or consent by the City or its subdivisions to suit by third parties. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in section 768.28, Florida Statutes.

10. The Applicant agrees and understands that the Special Detail officer(s) provided by the City pursuant to this Agreement does not create a guarantee of the health and safety of the patrons attending the event location, but that the Special Detail officer(s) will perform their regular law enforcement duties as otherwise provided by the North Port Police Department.
11. The Applicant agrees and understands that an off-site emergency may require the Special Detail officer(s) provided pursuant to this Agreement to respond or be reassigned to the off-site emergency location with little or no notice to the Applicant. Any off-site emergency requiring the response or reassignment of the Special Detail officer(s) provided pursuant to this Agreement shall not be deemed a breach of this Agreement by the City.
12. In no circumstance will the Applicant ever be required to make payment for the services provided pursuant to this Agreement directly to a Special Detail officer. All payments will be made using the City's Detail Kommander System or submitted in-person to the North Port Police Department's Detail Coordinator Monday through Friday between 8:00 a.m. and 4:00 p.m. at 4980 City Hall Boulevard, North Port, Florida.
13. The City will work in good faith to accommodate all Special Detail requests; however, off-duty law enforcement officer availability cannot be guaranteed. The City may deny or cancel this Agreement at any time with or without cause.
14. An Applicant may cancel or postpone a Special Detail for any or no reason by contacting the North Port Police Department, Telecommunications Section at (941) 429-7300.
 - A. Cancellation of a Special Detail must be made at least 24-hours prior to the date and time agreed to in this Agreement. If a Special Detail is canceled less than 24-hours' prior to the agreed start time, the City may charge the Applicant the minimum of three (3) hours per Special Detail officer provided.
 - B. Postponement of a Special Detail must be made at least 24-hours prior to the date and time agreed to in this Agreement. If a Special Detail is postponed less than 24-hours' prior to the agreed start time, the City may charge the Applicant the minimum of three (3) hours per Special Detail officer provided. A Special Detail may not be postponed more than once; the postponement of a Special Detail for more than six (6) months shall be considered a cancellation of the Special Detail.
15. The provisions of this Agreement represent the totality of the terms agreed upon by the parties. No prior or present agreements or representations, whether written or oral, shall be binding upon the City or the Applicant unless included in this Agreement or attached as an Amendment.



16. The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.
17. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. The Applicant shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

AGREED TO BY THE PARTIES this ____ day of _____, 201__.

Client Name

Date

City Manager or Designee

Date



EXHIBIT A