

INSTRUCTIONS FOR SUBMITTING A LAW ENFORCEMENT SPECIAL DETAIL APPLICATION AND AGREEMENT

A Law Enforcement Special Detail Application must be used to request the assignment of off-duty law enforcement officers ("Special Detail") at your event or location. An application must be submitted within fourteen (14) days of the date the Special Detail is needed. The City will work in good faith to accommodate all Special Detail requests; however, off-duty law enforcement officer availability cannot be guaranteed.

Payment & Registration

For the convenience of Applicants, the City of North Port uses an online portal called Detail Kommander to facilitate the payment for Special Details. Applicants can register with the City's Detail Kommander System by going to: https://app.detailkommander.com/users/sign_in. Payment may also be 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. In-person payments may be made by check or money order, payable to the City of North Port. Additional software service fees may apply.

Applicants will be required to enter into a Law Enforcement Special Detail Agreement with the City before any Special Detail officers are assigned to their event or location. The City offers the following types of Law Enforcement Special Detail Agreements: One-Time Agreement, Temporary Service Agreement, and Annual Service Agreement. An Applicant may choose the type of Agreement that best serves their needs.

One-Time Agreements:

A One-Time Agreement should be used for an event that will be less than 24 hours in duration and will not be reoccurring for at least one year. One-Time Agreements will be invoiced prior to the event and payment is required no less than three (3) business days before the event.

Temporary Service Agreements:

A Temporary Service Agreement should be used when the same event will occur at a single location on multiple days within a 30-day period. The days within the 30-day period do not need to be consecutive. Temporary Service Agreements will be invoiced prior to each event and payment is required no less than three (3) business days before each event.

Annual Service Agreements:

An Annual Service Agreement should be used when the same event will occur at a single location on multiple days within a one-year period. The days within the one-year period do not need to be consecutive. Annual Service Agreements will be invoiced monthly and payment is due within 30 days of the date on the invoice.

Determining Appropriate Staffing Requirements

The minimum number of Special Detail officers required is generally determined by the estimated attendance for an event. Under certain conditions, the minimum number of Special Detail officers required by attendance will not be appropriate and additional Special Detail officers will be required. The City will determine the appropriate number of Special Detail officers to provide at an event or location based upon the type of event occurring. The following types of events are the most common: Main Events and Secondary Events.

Main Event:

A Main Event may require additional Special Detail officers. A Main Event includes the time period between the commencement and conclusion of a specified featured attraction, is the reason why a majority of the attendees are present at the location, and has a specific start and end time, such as a sporting event.

Secondary Event:

A Secondary Event may require additional Special Detail officers. Secondary Events generally occur when there is not a singular focal point or featured attraction for an attendee's enjoyment; such as a farmer's market. A Secondary Event can be the only event at the location, it may also include the time periods before and after a Main Event.

Not all events are the same. Other factors that may impact the appropriate number of Special Detail officers include, but are not limited to:

1. The availability/sale of alcoholic beverages.
2. The physical setting of the event or location.
3. The need for a Special Detail before, during and/or after a Main Event.
4. The need for street closures or rerouting of vehicular or pedestrian traffic.
5. Expected weather conditions.
6. North Port Police Department's experience with similar events or locations.

Minimum Staffing Requirements

The following guide provides the minimum number of Special Detail officers required based on attendance:

Minimum Officer Staffing Guide Requirements				
Number of Attendees	Main Events		Secondary Events	
	Officers	Supervisors & Managers	Officers	Supervisors & Managers
0-500	0-2	0	0-2	0
500-1000	1-4	0	1-3	0
1001-2500	4-8	1+0	3-4	0
2501-5000	7-12	2+0	4-5	1+0
5001-7500	10-16	2+0	5-6	1+0
7501-10,000	15-20	3+1	7-8	1+0
10,001-15,000	20-30	4+1	9-12	2+0
15,001-25,000	30-48	6+2+1	12-15	2+0
25,001-35,000	48-72	9+2+1	16-19	3+1
35,001-50,000	72-88	11+3+1	19-24	3+1
50,001-65,000	88-120	15+3+2	24-30	4+1
65,001-80,000	120-152	19+4+2	30-40	5+2
80,001-95,000	152-200	25+5+2	40-48	6+2+1
95,001-Over	200+	TBD	48+	TBD



Minimum Supervisor & Manager Requirements
One (1) sergeant for every 4-8 officers
One (1) commander (manager) for every 2-5 sergeants
One (1) captain (manager) for every 2 or more commanders

Rates

The following hourly rates shall apply for each Special Detail officer, supervisor, and manager assigned to the event or location:

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

Premium Rates:

Premium rates apply to – Requests for extra duty with three (3) business days or less notice prior to the requested date(s) = Christmas Eve and Christmas Day, Super Bowl Sunday, New Year’s Eve, Thanksgiving Day and the day after, Easter Sunday and Independence Day.

Officer	Supervisor	Manager
\$60.00	\$70.00	\$80.00



LAW ENFORCEMENT SPECIAL DETAIL AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 202____, by and between the City of North Port, Florida, hereinafter referred to as "City," and _____ 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, (form NPPD 712B), which is attached and incorporated by reference.
2. As indicated on form NPPD 712B, 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. Additional software service fees may apply.

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

Premium Rates:

Premium rates apply to – Requests for extra duty with three (3) business days or less notice prior to the requested date(s) = Christmas Eve and Christmas Day, Super Bowl Sunday, New Year's Eve, Thanksgiving Day and the day after, Easter Sunday and Independence Day.

Officer	Supervisor	Manager
\$60.00	\$70.00	\$80.00

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 _____, 202__.

Client Name Date

Detail Coordinator or Designee Date

