



City of Lorain

Parade or Special Events Permit Application (To Include Marathons and Processions) Codified Ordinance 311.02

Date of Event: _____

Permit # _____

Parade _____ Marathon _____ Procession _____ Other _____

Name/Description of Event: _____
(if more space is needed, fill out Exhibit A)

Event Line up Time: _____ Event Start Time: _____

Event Starting Location: _____

Person Hosting Event: _____ Number of People Expected: _____

Host Organization Name: _____ Phone No. _____

Host Organization Address: _____ Zip Code: _____

Event Route: _____

If applicable, provide location of area(s) to be blocked off and how the area will be blocked off:

REQUIRED ATTACHMENTS WHEN MAKING APPLICATION

- 1) Communication **AND** Off-Duty Safety Personnel Plans, per Section 311.023(d)
- 2) \$300 Non-Refundable application fee, per Section 311.024(a)
- 3) \$1,000 Security Deposit along **WITH** an itemized estimate of expenses, per Section 311.024(b)
- 4) Proof of Liability insurance, per Section 311.024(c)
- 5) Completed Agreement for Police & Fire Municipal Services (form is attached to this application)

It is expressly understood that this permit may be revoked at any time. The undersigned agrees for him/her self and the organization that the event will be conducted in an orderly manner, that nothing will be said or done which will discredit the form of government of the United States of America or any of its political subdivisions or that will incite disturbance or that violates or tends to produce a violation of any of the Ordinances of the City of Lorain, Ohio or laws of the State of Ohio or the United States of America.

HOLD HARMLESS AGREEMENT: The Permit Applicant agrees to indemnify and hold harmless the City of Lorain and its agents and employees against all claims, damages, losses and expenses, including but not limited to attorney fees, sustained by any person or persons and arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense is not solely attributable to or caused by the negligent act or omission of the City of Lorain, its employees, agents or subcontractors.

By signing below, I acknowledge I have received a copy of Section 311.02 of the Codified Ordinances and agree to abide by such; and I fully understand that if in fact a certificate is granted, it will not be used or represented in any way as an endorsement by the city or by any department or officer thereof.

Signature of Person in Charge

Date

Approved: Traffic Commissioner

Date

Approved: Director of Public Safety/Service

Date

Payment Date: _____

Amount Rec'd: _____

Payment Method: _____

Check # _____

CHAPTER 311

Street Obstructions and Special Uses 311.02 Parades and special events; definitions.

311.021 Parades and special events; permit required.

311.022 Parades and special events; driving through parades.

311.023 Parades and special events; permit and application.

311.024 Parades and special events; fees.

311.025 Parades and special events; penalty.

311.02 PARADES AND SPECIAL EVENTS; DEFINITIONS.

(a) "Lorain Community Group" means a group organized for a purpose other than to generate income for profit and that maintains a business address within the City of Lorain.

(b) "Parade" means a group of ten or more persons on foot, or three or more vehicles or equestrians standing or moving upon any public highway, under common control or direction including but not limited to foot and bicycling races. This definition shall not include any governmental officers or employees acting in their capacity as such or persons under their direction, any military organization, any funeral procession, or any person while engaging in his lawful employment in business or trade.

(c) "Special Event" means an activity sponsored by one or more Lorain Community Groups within the public right-of-way, subject to the approval by the Director of Public Safety/Service. (Ord. 116-16. Passed 11-7-16.)

(d) "City Sponsored Events" means events organized, maintained and operated by the City of Lorain. The following events are the only events considered "City Sponsored Events":

Lorain Memorial Day Parade.

Lorain International Parade.

Cinco de Mayo Parade.

Water Front Winter Fest Parade.

Juneteenth Parade.

(Ord. 114-17. Passed 10-16-17.)

311.021 PARADES AND SPECIAL EVENTS; PERMIT REQUIRED.

No person shall take part in any parade or special event unless a permit for the parade has been issued as herein provided.

(Ord. 116-16. Passed 11-7-16.)

311.022 PARADES AND SPECIAL EVENTS; DRIVING THROUGH PARADES.

No person shall drive a vehicle through a parade except with permission of a police officer.

(Ord. 116-16. Passed 11-7-16.)

311.023 PARADES AND SPECIAL EVENTS; PERMIT AND APPLICATION.

(a) No person or organization shall sponsor or conduct a parade or special event without first obtaining a permit from the Director of Public Safety/Service or their designee. The application for such a permit shall be filed with the Director or designee not less than thirty (30) days prior to the parade or special event.

(b) If the Director of Public Safety/Service or their designee finds that the proposed parade or special event will result in disturbance of the peace, a violation of law, or unreasonable interference with public travel, or unreasonable demand upon police, fire or service personnel, including the cumulative cost and impact of permits granted previously during the year for other parades or special events, or unreasonable interference with the right of quiet enjoyment by the citizens in the use of their property, that food will be prepared or served in violation of any applicable health codes, that alcohol will be served, or that the applicant or group, organization or persons represented by the applicant shall have previously violated the provisions of a similar permit, or shall have violated any of the ordinances of the City, or laws of the State or of the United States in connection with a previous parade or special event in or upon the streets, parks or public grounds of the City or elsewhere, the permit shall not be issued. If none of the above-listed violations have been found, the Director of Safety/Service or their designee shall issue a permit for said event.

(c) The application period may be shortened by the Director of Public Safety/Service or their designee for good cause shown upon the written request of the applicant stating the reasons therefore and further that the shortening of the permit application period would not be detrimental to the peace, health, safety and welfare of the City of Lorain.

(d) Except where the event is sponsored by the City of Lorain (see Section 311.02) or the Lorain Board of Education, the person or organization sponsoring or conducting a parade or special event shall be responsible for providing adequate off-duty safety personnel as required and approved by the Director of Public Safety/Service or their designee. The person or organization sponsoring or conducting a parade or special event shall be responsible for providing a communication plan addressing the notification of affected persons of any travel hindrances or other delays caused by the event, and for carrying out the approved plan.

(e) The Director of Public Safety/Service or their designee may promulgate written rules and regulations for the administration of this section, a copy of which if so promulgated, shall be provided with any permit application requested. The Director of Public Safety/Service or their designee may delegate an officer or employee of the City to process permit applications.

(f) City Sponsored Events and Lorain Board of Education parades and/or special events shall be exempt from the permit, fee, deposit, insurance, and penalty provisions of this chapter.

(g) No person shall knowingly give any false or misleading information in any permit application for a parade or special event permit.

(Ord. 116-16. Passed 11-7-16.)

311.024 PARADES AND SPECIAL EVENTS; FEES.

(a) Each permit application shall be accompanied by the application fee of three hundred dollars (\$300.00) to reimburse the City for its administrative costs, including set-up and inspections. The application fee, at the Public Safety/Service Director's discretion, may be refunded only if no permit is issued. Written notice of the denial of the permit application must

be provided to the event sponsor no less than seventy two hours (72) hours prior to the date of the proposed event.

(b) All applications shall include a security deposit in the amount of one thousand dollars (\$1,000.00) for the provision of safety forces, city services, and all other expenditures related to the parade or special event. Applicant shall provide to the Public Safety/Service Director an itemized estimate of expenses prior to the parade or special event. Within thirty (30) days of the event, all direct and indirect costs will be calculated for all City services and the applicant will be invoiced for the total amount due, less the credit of the security deposit amount of \$1,000.00. Payment in full payable to the City of Lorain will be due thirty (30) days from date of invoicing or as otherwise indicated. See annual rate schedule published by the Safety/Service Director's Office for annual rates. The amount refunded (if any) shall be based upon actual costs incurred by the City of Lorain.

(c) Any person, organization or entity applying for a permit under this section shall obtain liability insurance naming the City of Lorain as an insured, with an agency authorized to write liability insurance in this State providing coverage in each occurrence subject to a limit, exclusive of interests and costs, of not less than one million dollars (\$1,000,000.00) in case of property damage, bodily injury to or death of a person as a result of or in relation to such event as set forth above.

(Ord. 116-16. Passed 11-7-16.)

311.025 PARADES AND SPECIAL EVENTS; PENALTY.

Whoever violates any provision of this chapter is guilty of a minor misdemeanor.
(Ord. 116-16. Passed 11-7-16.)

CITY OF LORAIN, OHIO

AGREEMENT FOR POLICE AND FIRE MUNICIPAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between THE CITY OF LORAIN (hereinafter referred to as the "City") a political subdivision of the State of Ohio located in Lorain County, with its principal office located at 200 West Erie Avenue, Lorain, Ohio 44052 and _____, (hereinafter referred to as the "Service Providee") with its principal office located at _____.

WHEREAS, the City has an existing Police and Fire Department that are sufficiently staffed and equipped to properly provide regular Police and Fire Services to the City; and

WHEREAS, the Service Providee desires to obtain Special Duty Police and Fire Services from the City that exceeds the regular Police and Fire Services provided by the City; and

WHEREAS, the City is willing to provide the Special Duty Police and Fire Services to the Service Providee subject to certain terms and conditions referenced in this Agreement; and

WHEREAS, the City and the Service Providee desire to enter into this Agreement in order to specify the terms and conditions of the provision of Special Duty Police and Fire Services provided by the City; and

WHEREAS, the parties have reached an understanding as to the provision of Special Duty Police and Fire Services to Service Providee.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties agree as follows:

(A) Definitions

- (1) "Special Duty Police and Fire Services" shall mean work assigned to members of the Lorain Police Department and Lorain Fire Department which is not within a members regular assigned duties as established by respective departmental policy.
- (2) "Additional or Outside Work" shall mean work performed by a member of the City's Safety Forces not within the members regular work duties as an employee with the City of Lorain as established by departmental policy.
- (3) "Event" shall mean the entertainment activity conducted by Service Providee as specifically described in Exhibit A attached hereto.

(B) Provision of Special Duty Police And Fire Services/Payment For Services

(1) The City agrees to station Police and Fire Officers at the premises of

_____ (name of facility), located at

_____ (address)

and surrounding areas for the purpose of providing Police and Fire-related Services including but not limited to security services, traffic control, fire prevention and other services consistent with Police and Fire Services on _____, 20____ (date of event), from the hours of ____ a.m. to ____ p.m.

(2) The City shall provide "Special Day Police and Fire Services" as specifically set forth in the Scope of Services which is marked Exhibit B, attached hereto and made a part hereof by reference.

(3) Service Providee shall pay to the City the full costs incurred by the City to provide the Special Duty Police and Fire Services as set forth in the Schedule of Payment which is marked Exhibit C, attached hereto and made a part hereof by reference.

(4) Payment shall be made by Service Providee to the City as specifically set forth in the Schedule of Payment marked as Exhibit C hereto.

(C) Additional Considerations

(1) Service Providee agrees to pay to the City for its usage of City water service during the Event as follows:

- a. \$25.00 base charge;**
- b. \$6.38 per cubic foot for amounts less than 6,000 cubic feet;**
- c. \$5.76 per cubic foot for amounts greater than 6,000 cubic feet and less than 16,000 cubic feet;**
- d. \$5.06 per cubic foot for amounts greater than 16,000 cubic feet and less than 36,000 cubic feet;**
- e. \$4.60 per cubic foot for amounts greater than 36,000 cubic feet;**
- f. The Service Providee will not be required to submit a \$2,000 per water meter deposit due at the execution of this Agreement.**

(2) Service Providee assumes full financial responsibility for claims of loss or injury suffered by anyone arising out of the actions or inactions of its employees, officers, agents, business invitees, subcontractors, and/or suppliers and hereby agrees to indemnify, defend and hold harmless the City of Lorain, its directors, officers, and employees from and against all actual

or alleged claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the provision of services under this Agreement unless caused by the negligence of the City of Lorain. Service Providee shall also defend, indemnify and hold the City of Lorain harmless from and against all claims, demands, losses and expenses arising out of or resulting from Service Providee's breach of this Agreement or damage to any property. The Service Providee shall provide evidence of insurance coverage and cause the City of Lorain to be included as an additional insured on its insurance policies as set forth in Exhibit D which is attached hereto and made apart hereof by reference.

(D) Miscellaneous Provisions

- (1) The City's performance of Special Duty Police and Fire Services shall be subject to all applicable laws and the provisions of all applicable Collective Bargaining Agreements governing the employment of members of the Lorain Police and Fire Departments.
- (2) The City shall provide Special Duty Police and Fire Services for the event under the terms and conditions provided herein, unless terminated in writing by notice from the City to Service Provider seven (7) days prior to the date of the event.
- (3) This Agreement shall be governed by the laws of the State of Ohio.
- (4) This Agreement shall not be modified unless made in writing and signed by the Lorain Safety/Service Director or his designee and duly authorized representative of the Service Providee.
- (5) A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the City, and the City shall retain its right to enforce all terms and conditions of this Agreement.
- (6) Service Providee shall deposit with the City of Lorain a cash bond (or financial instrument equivalent to cash) in the amount of _____ Dollars (\$ _____) (See Exhibit C Schedule of payment for amount). Upon completion of this Agreement said cash bond (or the instrument) shall be forfeited to the City of Lorain and applied to the payment due to the City of Lorain by the Service Providee.
- (7) The members of the Lorain Police Department and Lorain Fire Department who provide Special Duty Police and Fire Services hereunder are employees of the City of Lorain and shall provide such services at the direction of and under the control of the Lorain Chief of Police and Lorain Fire Chief respectively.

(8) The parties agree that this Agreement contains their entire understanding and that neither party has relied upon any promises, representations or agreements not specifically contained in this writing.

Service Providee

WITNESS

By: _____

WITNESS

Title: _____

Date: _____

City of Lorain, Ohio

WITNESS

By: _____

WITNESS

Title: _____

Date: _____

Approved As To Form:

Patrick D. Riley/ Lorain Law Director

EXHIBIT A

DESCRIPTION OF EVENT

EXHIBIT B

SCOPE OF SERVICES

EXHIBIT C

SCHEDULE OF PAYMENT

- Estimated costs of expenses based upon site plan and scheduled employee hours will be calculated and will be available fourteen (14) days prior to the event. A 50% deposit is required at that time to secure scope of services and get preliminary approval for event.
- The remaining balance due after final hours are determined, will be established after completion of the event. Final payments for services will be due thirty (30) days after date of final invoice is established for Service Providee.

HIREE	CITY CHARGEABLE RATE FOR 2021		HIREE	CITY CHARGEABLE RATE FOR 2021
OFFICER	\$45.78		FIREFIGHTER -LFD	\$42.07
SERGEANT - LPD	\$53.11		LIEUTENANT - LFD	\$48.80
LIEUTENANT - LPD	\$61.61		CAPTAIN - LFD	\$56.61
CAPTAIN	\$71.46		ASSISTANT CHIEF - LFD	\$65.67
	CITY CHARGEABLE RATE FOR 2021			CITY CHARGEABLE RATE FOR 2021
STREET/PARK OPERATOR	\$36.88		AUXILLIARY POLICE - LPD	\$20.00
STREET/PARK LABORER	\$30.62			

HOURLY RATES ABOVE ARE FOR CALENDAR YEAR 2021

***Estimated hourly schedule of each position for days scheduled must be attached as part of this exhibit. Approved site plan must also be attached.

Revised 3-9-21

EXHIBIT D

INSURANCE COVERAGE

It is expressly intended and agreed that Service Providee is an independent business and shall not be deemed to be an employee, agent, joint venture or partner of the City of Lorain. Service Providee hereby agrees to save, indemnify and keep harmless the City of Lorain against all liability, claims, judgments, defaults or demands for damages to persons or property relating to the event or breach of this Agreement. Service Providee shall secure and maintain, and shall cause its entertainment acts, subcontractors and suppliers to secure and maintain, for the duration of this Agreement insurance coverage with following minimum requirements.

a) Property Insurance

Service Providee shall be responsible for procuring insurance coverage on Service Providee's property to extent deemed necessary by Service Providee to protect its interests. Service Providee waives any and all rights of subrogation against City of Lorain for any loss or damage to Service Providee property.

b) Liability Insurance

At Service Providee's sole expense, Service Providee shall obtain and maintain at all times during the term of this Agreement including any renewals thereof, the following insurance coverage with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence:

Commercial General Liability including:

- *Independent Contractors
- * Contractual Liability including defense
- * Products & Completed Operations
- * Ohio Stop Gap
- * Fire / Water Legal Liability – Real Property

Automobile Liability - -symbol 1 (any auto)

The minimum liability limits may be provided by any combination of Primary and Umbrella/Excess Liability policy limits provided the per occurrence limit satisfies a minimum of One Million (\$1,000,000) per occurrence.

Service Providee's insurance coverage shall be provided on an "occurrence" policy from basis with an insurance company authorized to operate in the State of Ohio and having an A.M. Best's Rating of not less than A:VI unless expressly approved in writing by City of Lorain. Said insurance policies shall be endorsed to include City of Lorain, its employees, officials, etc. as additional insured without any cross liability exclusion for City of Lorain's interests.

Service Providee agrees that if 50% of any aggregate policy limits are exhausted by either paid or reserved claims, Service Providee will purchase additional insurance to at least replenish the aggregate limit(s).

c) Workers Compensation Insurance

Service Providee shall obtain and maintain at all times during the term of this Agreement, including any renewals thereof, Workers Compensation Insurance in compliance with State of Ohio law.

d) Evidence of Coverage

Not less than fourteen (14) days prior to event, the Service Providee shall deliver to the City of Lorain, Attn: Director of Public Safety/Service at the address 200 West Erie Avenue, Lorain, OH 44052, an insurance certificate naming the City of Lorain, Ohio as additional insured. Event insurance shall be primary and non-contributory to any other insurance the City of Lorain may carry. Upon the City of Lorain's request, Service Providee agrees to provide a full copy of said policies including any amendments or modifications of said policies during the term of this Agreement.

e) Notice of Cancellation or Material Change

Service Providee shall cause its insurance carrier to provide City of Lorain immediate notice of cancellation or material change in coverage and agrees to provide a copy of carrier notices of change in policy conditions as soon as Service Providee receives from its carrier.

f) Acknowledgement

Service Providee agrees and acknowledges these insurance requirements are the minimum the City of Lorain desires to protect City of Lorain's interests and that the insurance requirements are in no way represented as fully protecting the interest of the Service Providee.

Service Providee shall assume and defend, at its sole expense, any suit, claim or legal or other proceedings for which indemnity is hereby required, with the legal counsel subject to approval by the City of Lorain, which approval shall not be reasonably withheld.