#### APPENDIX A



### **CHARLOTTE COUNTY SHERIFF**

7474 Utilities Road, Punta Gorda, FL 33982 • 941-639-2101 Off-Duty Detail Coordinator Phone Number: 941-575-5333 Email: OffDutyDetails@ccsofl.net

Job #:

OHE DAMES DESCRIPTION		
OFF-DUTY DETAIL APPLICATION		
HIRING ENTITY INFORMATION PARTY RESPONSIBLE FOR PAYMENT OF SERVICES		
PART I RESPONSIBLE FOR PATIMENT OF SERVICES		
Hiring Entity Name: Charlotte County BOCC		
Street: 18500 Murdock Cir		
City: Port Charlotte State: Florida Zip Code:33948		
Business Contact: Anthony Pribble ( Security manager)Phone: 941-740-2988 Fax:		
Email Address: Anthony.pribble@charlottecountyfl.gov		
EVENT INFORMATION		
Detail Location: All Board of County Commissioner Events		
Street: OPEN		
City: State: Zip Code:		
Side. Zip code.		
Point of Contact During Event: Security Manager Anthony Pribble  Phone: 9417402988  (*Phone # where contact will be available at time of event)		
Event Date: Detail Start Time: Detail End Time: Detail En		
Anticipated CrowdSize: Type of Event:		
Total Number of Officers Requested: Varies		
Permits Attached: Yes No No		
DETAIL INFORMATION		
Security:  Traffic:		
Marked Vehicle: ⊠Yes □No		
DETAILED DESCRIPTION OF SERVICES NEEDED		
MUST INCLUDE INFORMATION OF SERVICES NEEDED IN ORDER FOR THE DETAIL TO BE SCHEDULED: This will be for any event Charlotte County Board Of County Commissioners and or legislators meet during the year.		

\*\*Please email ALL PAGES of this signed/completed contract to: OffDutyDetails@ccsofl.net to ensure it is received by the proper party for processing. Emailed PHOTOGRAPHS of the pages of this contract will NOT be accepted. All pages of the contract must either be emailed back as a PDF attachment or may be dropped off at our Headquarters located at 7474 Utilities Rd, Punta Gorda, FL 33982\*\*

Contract fulfillment is based on off-duty officer availability and is not a guarantee to fill.

# CHARLOTTE COUNTY CHARLOTTE COUNTY SHERIFF'S OFFICE

## Off-Duty Law Enforcement/Security Related Services Agreement PER EVENT

THIS AGREEMENT is made and entered into this 01 day of October, 2025, by and between **Bill Prummell Jr.**, in his official capacity as Sheriff of Charlotte County, Florida, hereinafter **SHERIFF**, located at 7474 Utilities Road, Punta Gorda, Florida 33982, and **Charlotte County Board of County Commissioners**, (**HIRING ENTITY**), located at 18500 Murdock Circle, Port Charlotte Fl, 33948, referred to herein individually or collectively as a "Party" or as the "Parties" for the request of off-duty Law Enforcement security related services described in the attached Off Duty Detail Application incorporated hereinto as Appendix A.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, and conditions herein contained, the parties' contract and agree as follows:

#### **GENERAL TERMS**

- 1. This agreement will begin on the date the Agreement is fully executed and shall continue in effect as needed through Fiscal Year 2025-2026, terminating September 30, 2026.
- 2. The HIRING ENTITY understands the off-duty detail services provided to the HIRING ENTITY are intended to offer an immediate presence of uniformed, sworn law enforcement personnel and to, by their presence alone, serve to potentially deter unruly or unlawful behavior. The HIRING ENTITY fully understands and accepts that by the SHERIFF providing off-duty detail services pursuant to this Agreement the SHERIFF is not assuming any duties of protection or care to any persons who may or may not be present at the location of the event. The HIRING ENTITY acknowledges the Off-Duty detail services provided by the SHERIFF are merely to serve as a supplement to other measures and/or care provided or taken by the HIRING ENTITY and the HIRING ENTITY specifically DOES NOT expect or rely on SHERIFF to exclusively assume any duties of care.
- 3. The Sheriff can terminate this agreement for convenience at any time upon notifying the HIRING ENTITY by email.
- 4. All permits for events requiring such must be obtained 24 hours in advance. In emergent situations exceptions may be made by the program administrator.
- 5. Off-Duty law enforcement services shall be performed within the boundaries and jurisdictions of Charlotte County.
- 6. If HIRING ENTITY requires assistance with a scheduled detail after normal administrative hours, contact must be made with our Dispatch Center by calling 941-639-2101 to schedule a return call from our Support Services Commander. Normal Administrative Business Days/Hours are defined as Monday through Friday, 7:30 am to 4:00 pm, excluding holidays.

#### RATES / PAYMENT

7. Law Enforcement Off-Duty Details are invoiced at a minimum of 3 hours.

- 8. The rate charged for Off-Duty law enforcement security related services includes compensation of personnel, any applicable employment taxes, and any administrative costs to administer the program.
- 9. Off-Duty Deputy rates are based on the following needs:
  - a. \$66.50 per hour for Security Officer w/out Patrol Vehicle
  - b. \$69.00 per hour for Security Officer w/Patrol Vehicle
  - c. \$77.50 per hour for Traffic Control
- 10. Off-Duty Detail requests for five (5) or more deputies will require a supervisor. Supervisor Rates are based on the following needs.
  - a. \$76.50 \$87.50 per hour w/out Patrol Vehicle
  - b. \$79.00 \$90.00 per hour w/Patrol Vehicle
  - c. \$86.50 per hour for Traffic Control
- 11. Holiday Rate of \$85.00 per hour per Deputy applies to any Off-Duty Detail that begins on or includes the following observed Holidays:

New Year's EveLabor DayNew Year's DayBlack FridayMemorial DayThanksgiving DayIndependence DayChristmas EveChristmas Day

- 12. **Last-Minute request** rate of \$85.00 per hour per Deputy applies to any request received three (3) full business day or less prior to the date of the event.
- 13. Payment for any services directly to the member is strictly prohibited. The SHERIFF will be responsible for collecting such payment and making disbursement to the member.
- 14. Payments will be made in advance unless other arrangements have been made. If arrangement is made, payment is due 30 days from date of invoice.

#### CANCELLATION

- 15. Cancellations of service by HIRING AGENT must be made during normal business hours (Monday through Friday, 7:30 am to 4:00 pm), at least two (2) full business days before scheduled event. No cancellations will be accepted on weekends, holidays, or after 4:00 pm daily. Failure to do so will result in the SHERIFF billing HIRING AGENT for three (3) hours minimum at the pay rate of each scheduled individual. Notification of cancellations must be made via email to: OffDutyDetails@ccsofl.net & Finance@ccsofl.net. For unforeseen issues after normal business hours, call our Dispatch Center at 941-639-2101.
- 16. Any SHERIFF Member who is engaged in any Off-Duty employment is subject to On-Duty status (call-out) at any time. The SHERIFF reserves the right to cancel the details without notice and to recall the deputy(s) when necessary for community safety without penalty.
- 17. Off-Duty employment shall be suspended any time a conflict is found to exist with the member's primary duties as a law enforcement officer.

#### **DUTIES OF THE DEPUTY**

18. Due to the nature of special details, deputy coverage is never guaranteed.

- 19. The primary duties and essential functions of law enforcement personnel providing Off-Duty detail services shall be as assigned by SHERIFF command.
- 20. Deputies assigned to a special detail will enforce laws in accordance with Florida laws, applicable Charlotte County Sheriff General Orders, and procedures governing enforcement activities. Decisions regarding the issuance of Uniform Traffic Citations, Notices to Appear, effectuating physical arrest, or any other Law Enforcement function will be made at the discretion of the deputies.
- 21. Deputies are always subject to the policies, rules and regulations of the SHERIFF. HIRING ENTITY has no authority over SHERIFF personnel and is restricted to providing general assignment of duties to be performed by the deputy. Assignments shall NEVER supersede the SHERIFF's policies or procedures. If assignment by the HIRING ENTITY conflicts with the policies, rules, and/or regulations of the SHERIFF, HIRING ENTITY's assignment will be disregarded. Deputies will refuse to perform any assignment that conflicts with the guidelines established by the SHERIFF.

#### ADDITIONAL TERMS

- 22. The parties to this Agreement are solely independent of each other and are contracting with each other for the sole purpose of the obligations set forth in the Agreement. Nothing in this Agreement shall create a partnership, joint venture, agency, or employer/employee relationship. Neither party may make, or undertake, any commitments or obligations on behalf of the other.
- 23. This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights, claims, obligations, or duties to any third party not a signatory to this Agreement.
- 24. This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.
- 25. This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to conflict of laws. The exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Charlotte County, Florida.
- 26. This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be in writing, signed by each party and shall be attached to and become a part of this Agreement.
- 27. The HIRING ENTITY agrees to indemnify and hold harmless the SHERIFF, and its employees, volunteers, and agents for and from all claims (direct or derivative), damages, costs, expenses, demands of whatsoever kind or nature, and causes of action, to the extent arising from or related to the HIRING ENTITY's negligence or wrongful acts or omissions or in connection with this Agreement. 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 Entity.
- 28. Nothing herein contained in this Agreement is intended, nor shall be construed, to waive any of the limitations of liability and other defenses provided by sovereign immunity and the strict financial limitations set forth in Florida Statute 768.28.
- 29. In accordance with Florida Statute 30.2905, if the Off-Duty employment has been authorized by the SHERIFF, liability and Worker's Compensation Insurance Coverage provided by the SHERIFF will be in effect if, during the performance of the Off-Duty employment, the off-duty deputy sustains an injury while enforcing the criminal, traffic or penal laws of the State. Nothing contained in this Agreement shall in any way limit or impede application of the indemnification language in Florida Statute 30.2905.

- 30. It is the intention of the parties that this Agreement follows 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.
- 31. The HIRING ENTITY understands and consents to the SHERIFF assessing the security needs of the HIRING ENTITY for the event location. The HIRING ENTITY understands the assessment of the referenced security needs by the SHERIFF is conducted by the SHERIFF, at their sole and absolute discretion, to allow the SHERIFF to determine the minimum number of Off-Duty detail law enforcement personnel adequate for the event. The HIRING ENTITY acknowledges the assessment of security needs by the SHERIFF as set out herein does not constitute a representation, promise, guarantee or warranty by SHERIFF that the SHERIFF will be able to supply the minimum number of Off-Duty detail law enforcement personnel which SHERIFF determines are required.
- 32. The failure of SHERIFF to insist on any one or more instances of 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 having waived any such terms, conditions, rights or privileges of the Agreement, and the same shall continue and remain in force and effect.
- 33. <u>Electronic Signatures</u>. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement have the same legal effect as physical **signatures** and acknowledge the acceptance of this agreement in its entirety.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA (Hiring Entity's Signature Below)	BILL PRUMMELL JR, SHERIFF CHARLOTTE COUNTY SHERIFF'S OFFI (Sheriff's Office Representative Signature Below)  By: Sheriff/Designee  Print Name:
By (Signature):	
Print Name: Joseph M. Tiseo, Chairman  Date: 10/28/2025	
*Signature required to schedule the Detail requested.*	Date: _10/14/25
ATTEST: Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners	
By: Deputy Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
By:	

Janette S. Knowlton, County Attorney

LR25-1019

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