



MANATEE COUNTY SHERIFF'S OFFICE  
OFF-DUTY EMPLOYMENT UNIT CONTRACT



This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by and between:

<b>Business/Individual Information (EMPLOYER)</b>	
Name: _____	
Street: _____	E-Mail: _____
Suite #: _____ City: _____	State: _____ Zip: _____
Primary Contact: _____	Title: _____
Work #: (_____) _____	FAX:(_____) _____ Cell:(_____) _____
Secondary Contact: _____	Title: _____
Work #: (_____) _____	FAX:(_____) _____ Cell:(_____) _____

herein sometimes referred to as "EMPLOYER", and the Manatee County Sheriff's Office, whose mailing address is 600 301 Blvd W, Suite 202, Bradenton, FL 34205 hereinafter sometimes referred to as "MCSO".

Employers of off-duty deputies shall be responsible for payment for services rendered.

1. The rate for employing a deputy in a law-enforcement related off-duty assignment is \$45.00 per hour; \$35.00 per hour to the deputy and \$10.00 per hour to Manatee County Sheriff's Office.
2. Payments shall be made payable to the Manatee County Sheriff's Office.
3. **Prepayment is required for all services.** Payment must be in the form of check, money order, cashier's check, or credit/debit online via GovPayNet. **Cash will NOT be accepted.**
4. Deputies shall receive a minimum fee of three (3) hours pay for any work detail of less than three (3) hours duration.
5. There is a required twenty-four hour notification of cancellation. If the EMPLOYER requests the detail to be cancelled within that 24-hour limit, the EMPLOYER is responsible for paying the three (3) hour minimum for each deputy affected.
6. Based on the type of event, MCSO has established minimum staffing requirements and the EMPLOYER agrees to abide by those minimums if the number of requested deputies differs.

**NOTE: All traffic escorts and functions where alcohol is being served will require a minimum of two (2) deputies.**

7. MCSO reserves the right to mandate more staffing than requested or require the hiring of a supervisor based on an individualized assessment of the event (by management) in order to more effectively provide for deputy and patron safety.
8. The type, frequency, and duration of any patrol and/or enforcement activities conducted by MCSO shall be mutually determined by MCSO and EMPLOYER and may be adjusted or revised as agreed upon by the parties. Any patrol and/or enforcement activities will be performed at the direction and discretion of MCSO Supervisors and/or Patrol District Commanders with consideration given to MCSO resources that are available.
9. Employed deputies will enforce all laws in accordance with Florida State Statutes and applicable Manatee County Sheriff's Office general orders and procedures governing such enforcement activities. Decisions regarding the issuance of Uniform Traffic Citations or Notices to Appear and/or effectuating physical arrests will be made at the discretion of employed deputies.

[This section intentionally left blank.]

**Type/Name of Event** – Please describe the nature of your event (i.e., carnival, concert, traffic control, wedding, etc.) \_\_\_\_\_

Anticipated crowd size: 1-49  50-149  150-299  300-599  600-999   
1000-1499  1500-2499  2500+

On-site security? Yes  No  Temporary or Special Event Permit? Yes  No

Alcohol sold? Yes  No  Alcohol served? Yes  No

Marked Unit required (light bar, MSO markings, etc)? Yes  No

EMPLOYER shall be responsible for paying deputies to complete work on, but not limited to report writing, as a result of their employment by you.

**WITNESSETH**

WHEREAS, the said EMPLOYER desires to hire (number of) \_\_\_\_\_ Deputy Sheriffs in an off-duty capacity on the below indicated date(s) and times (if this is an on-going detail please indicate what days to schedule. i.e. Mondays, Fridays, etc).

Date: \_\_\_\_\_ Starting time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Starting time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Starting time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Starting time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Starting time: \_\_\_\_\_ End Time: \_\_\_\_\_

End Date: \_\_\_\_\_ (if on-going, leave blank)

Briefly describe the nature of the requested off-duty employment, i.e., provide security, manage traffic and/or crowd control:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location Name: _____	Gated community? Y ___ N ___
Address: _____	
Special access codes or directions: _____	
_____	
_____	
Location Contact: _____	Phone: _____

TERM: The term of this contract shall be one year from the date last signed below; provided, however, that the contract shall automatically renew each year thereafter for an additional one-year term unless terminated in writing by MCSO or EMPLOYER. Both MCSO and EMPLOYER shall have the right to terminate the contract in writing at any time.

EMPLOYER acknowledges that, pursuant to Florida Statutes s. 30.2905, EMPLOYER is responsible for acts or omissions of employed off-duty deputy sheriff(s) while performing services for EMPLOYER. EMPLOYER agrees to indemnify MCSO against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account or arising from any acts or omissions by off-duty deputy sheriff(s) employed under this agreement.

This agreement shall be binding on and inure the benefit of the heirs, personal representatives, successors, assigns, and insurers of the respective parties hereto. By signing below the signatory indicates that s/he has the requisite authority to bind EMPLOYER.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their authorized representatives as of this date first afore written.

\_\_\_\_\_  
 Sheriff's Office Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
EMPLOYER (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
EMPLOYER (SIGNATURE)

\_\_\_\_\_  
DATE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.  
(Name of Affiant/Employer)

(SEAL)

\_\_\_\_\_  
NOTARY SIGNATURE

Personally known \_\_\_\_\_

Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

If you have any problems or questions regarding a deputy's work performance while employed by you, please contact:

Off-Duty Security Coordinator  
Manatee County Sheriff's Office  
600 301 Blvd W, Suite 202  
Bradenton, FL 34205

(941) 747-3011, extension 2283  
Fax (941) 744-3797  
Offduty@manateesherriff.com

Please use the above numbers during normal business hours (8AM to 5PM) Monday through Friday. If, after normal business hours you experience a problem such as a deputy not showing up for a scheduled detail, please call 941-737-0671 and tell them of the situation.

If the employer wishes to not have a deputy return to work the detail, they shall write or fax a letter detailing the problem.



**Manatee County Sheriff's Office  
Off-Duty Security Unit**



Invoicing Worksheet

We can provide a variety of invoicing options for your company. Per our contract, pre-payment is required for all assignments.

**\*\*Payment must be issued directly to the Manatee County Sheriff's Office or MCSO and is due no later than the 1<sup>st</sup> of each month. \*\***

Most of our customers accept a summary invoice-**EXAMPLE:**

DATE	REQUESTED	TOTAL HOURS	RATE PER HOUR	AMOUNT
10/20/2018	MCSO Deputy Security/Escort/Traffic Services 4 @ 12 hours	48	35.00	1,680.00
10/20/2018	Equipment Fee Equipment/Administrative Fee	48	10.00	480.00

Others request a list of service dates- **EXAMPLE:**

DATE	REQUESTED	TOTAL HOURS	RATE PER HOUR	AMOUNT
10/07/2018	MCSO Deputy Security/Escort/Traffic Services	11	35.00	385.00
10/14/2018	MCSO Deputy Security/Escort/Traffic Services	11	35.00	385.00
10/21/2018	MCSO Deputy Security/Escort/Traffic Services	11	35.00	385.00
10/28/2018	MCSO Deputy Security/Escort/Traffic Services	11	35.00	385.00
10/28/2018	Equipment Fee Equipment/Administrative Fee	44	10.00	440.00

**Please indicate your company's preference --:**

We will accept a **summary** invoice. **OR**

We request a **list** invoice.

E-mail invoices to: \_\_\_\_\_

Cc: \_\_\_\_\_

Fax invoices to: \_\_\_\_\_ Attn: \_\_\_\_\_

As pre-payment is required, please indicate the date you wish to receive the invoice if you are a recurring employer (ex: the 20<sup>th</sup> of each month): \_\_\_\_\_.

Please provide contact information for questions regarding billing:

<b>LOCAL BILLING CONTACT:</b>	<b>OUT OF STATE BILLING CONTACT:</b>
Name: _____	Name: _____
Email: _____	Email: _____
Phone: _____ Ext: _____	Phone: _____ Ext: _____

**Return this form to Off-Duty Unit (Fax 941-744-3797) or include with your contract.**

## Please keep this Guideline for your records.

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### MANATEE COUNTY SHERIFF'S OFFICE OFF-DUTY EMPLOYMENT UNIT AGREEMENT/CONTRACT GUIDELINES

- Payment shall be made in the form of a check or money order, made payable to the Manatee County Sheriff's Office.
- No deputy shall be employed in a law-enforcement related off-duty assignment for less than \$35.00 an hour. Deputies are paid a minimum of 3 hours even if detail is for a shorter time period.
- Payment shall be made **prior** to the assignment.
- Cancellations or changes must be **confirmed** at least twenty-four hours in advance of the detail, unless prior arrangements have been discussed with the Off-duty Coordinator. If the employer cancels the detail and the Off-duty Unit does not confirm that notification was received, then the deputies scheduled for that detail must be paid the 3-hour minimum.
- Clearly describe what duties the deputy is to perform while working off-duty security and who he/she is to contact in case of emergency.
- If the deputy is to make contact with someone at the beginning of his tour of duty, please identify that person.
- The employer is responsible to ensure that all special requests are clearly outlined.
- If the employer wishes to not have a deputy work the detail any more, they shall first call and then write a letter detailing the problem.
- *Any detail over six hours is subject to being split into separate shifts.*
- The Manatee County Sheriff's Office reserves the right to cancel off-duty work assignments without notice and to recall employees for official duty when necessary for community safety.
- If you have any problems or questions regarding a deputy's work performance while employed by you, contact the Off-Duty Coordinator 941-747-3011, extension 2283.

If you have any problems concerning your event that must be handled after hours, please call the On-Call Coordinator at 737-0671.