



**SHERIFF – Marion County
Special Detail Agreement**



THIS AGREEMENT is made and entered into this 4th day of September, 2024, by and between Billy Woods, as Sheriff of Marion County, Florida, (**SHERIFF**), located at 692 N.W. 30th Avenue, Ocala, Florida 34475, and the **MARION COUNTY COMMUNITY REDEVELOPMENT AGENCY (the "Agency") FOR THE SILVER SPRINGS COMMUNITY REDEVELOPMENT AREA (the "SSCRA")**(together, the "**BUSINESS**"), that encompasses the area shown in Exhibit "A" with a business office located at 601 SE 25TH Avenue, Ocala, FL 34471.

WITNESSETH:

WHEREAS, Florida State Statutes allow the SHERIFF to operate a program to contract for the employment of Sheriff's deputies during off-duty hours, for public or private security services consistent with Sheriff's Office policies, and

WHEREAS, the SHERIFF is not obligated to provide such services but wishes to do so in order to provide a means for which the citizens of Marion County may have an opportunity to supplement other law enforcement services; and

WHEREAS, BUSINESS desires to hire a deputy during off-duty hours for supplemental security purposes;

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

1. DURATION:

This agreement shall be deemed effective beginning October 1, 2024, and shall remain in effect until September 30, 2025, unless it is rescinded, or terminated in writing by either party.

2. PAYMENT:

a) Full payment for services rendered will be invoiced monthly and shall become due fifteen (15) days from the date of invoice. Payment may be made by check or money order to the Marion County Sheriff's Office, Attn: Special Details, Post Office Box 1987, Ocala, FL 34478. If payment is not received within 15 days of the invoice date, SHERIFF will discontinue providing off-duty deputies.

b) BUSINESS agrees to pay SHERIFF \$65.00 per hour per deputy, with a three-hour minimum per deputy.

d) For county approved Federally Recognized Holidays, BUSINESS agrees to pay SHERIFF \$75.00 per hour per deputy, with a three-hour minimum per deputy. See Exhibit "B" attached hereto for list of Federally Recognized Holidays.



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3. CANCELLATION:

- a) BUSINESS shall notify SHERIFF of any cancellations within a reasonable time and understands that failure to do so allows the SHERIFF, at his discretion, to bill for the minimum three hours per deputy.
- b) SHERIFF agrees to make all reasonable efforts to fill any special detail requests; however, BUSINESS agrees not to hold SHERIFF liable for any consequential damages resulting from the SHERIFF'S inability to do so.

4. NATURE OF DETAIL

- a) Baseline Law Enforcement Services: The Agency and SSCRA desire that the Sheriff provide certain community oriented policing services in addition to the baseline law enforcement services regularly provided by the Sheriff's existing operations. "Baseline law enforcement services" means the ordinary and routine services provided to the residents, property owners and business owners in the SSCRA as a result of the overall countywide deployment of Sheriff resources to respond to crime and other public safety incidents, including, but not limited to: 911 communications, processing of calls for service, routine patrol, deputy response to calls for service, and investigative follow-up of criminal activity.
- b) Detail to be in Addition to Baseline Law Enforcement Services: The Sheriff agrees that the baseline law enforcement services will continue to be provided to the SSCRA and will remain equal to those the rest of the County receives wherein no reduction in baseline law enforcement services to the SSCRA will occur unless there is a corresponding County-wide reduction in level of service, unless necessitated by military activation, community, city, or emergency deputy/law enforcement needs. Should the number of officers assigned or duties performed fall below those outlined in this agreement, this shall be reflected in a refund of funds paid, or credit provided for subsequent Program services to the SSCRA.
- c) Duties of Detail: Two deputies shall be assigned to each "detail" shift, set forth below. The deputies shall be a "roving" patrol within the SSCRA with definite assignments for service to the SSCRA. They shall perform specialized patrol/service activities for the SSCRA, wherein such services may be provided by the deputies via foot patrol, bicycle patrol, vehicle patrol, or a combination thereof. The assigned deputy duties and activities shall include, but not be limited to the following, within the SSCRA:
 - 1. Respond to all calls, both emergency and non-emergency in nature.
 - 2. Engage in proactive policing strategies; develop and maintain rapport with residents, business, and property owners within the SSCRA, thus fostering an atmosphere of cooperation, compassion, coordination, peace and order.
 - 3. Encourage residents, property, and business owners to report any and all suspicious or criminal activities, and suspected/observed abuse or neglect of people, animals or property.
 - 4. Assist victims and homeless people, referring them to other agencies, when appropriate, for further assistance, including coordination with any Marion County Community Services Department case worker(s) assigned to provide outreach services within the SSCRA.



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5. Work with youth in SSCRA to help them understand and comply with laws and regulations, and foster a respectful and mentoring environment in regards to law enforcement and emergency services.
 6. Work with property owners, property management/managers, and the residents to maintain a healthy environment including reporting to owners/management graffiti, trash, and debris to be removed.
 7. Work with Marion County Code Enforcement staff in identifying non-compliance situations, along with encouraging compliance by owners and residents.
 8. To develop crime prevention programs such as Neighborhood Watch.
 9. Enforce towing regulations regarding abandoned, inoperable, or stolen vehicles.
 10. Maintain good health and physical condition.
- d) Transport of Persons: To ensure dedicated service to the SSCRA remains consistent with the funded Program services, the transport of persons of interest or similar parties to Sheriff support operations, or similar support operations (e.g., Sheriff District Offices, Marion County Jail and/or Juvenile facilities, community support facilities (e.g., homeless shelter), etc.), shall be conducted by the Sheriff's on-duty deputies providing the existing baseline law enforcement services, or other similarly authorized personal that may conduct such transport (e.g., community service personnel, authorized transportation providers, homeless operations support staff, etc.) rather than either of the two (2) deputies assigned to provide the Program services to the SSCRA. However, the deputies assigned to the detail may provide transport of persons or interest or similar parties if deemed necessary or proper. Any person arrested by the deputies to this detail may be transported to the Marion County Jail by them or another member of the Marion County Sheriff's Office.
- e) Staffing: Staffing and funding for the Marion County Sheriff Special Detail Program providing Community Oriented Policing for the Marion County Community Redevelopment Agency for the Silver Springs Community Redevelopment Area (see Exhibit "A") shall be provided as follows, provided that sufficient deputies are available for this detail:
1. Total hours per week, for two deputies on patrol: fifty (50) hours with twenty-five (25) hours per detail/deputy position, as a combination of the following to achieve the number of stated hours:
 - a. Hours per special detail shift to be provided: five (5), and
 - b. Minimum days per week to provide shifts: five (5);
 2. Number of deputies to be staffed for each shift: two (2), as a paired patrol;
 3. Weekends/Holidays: shift/service hours may occur on weekends and/or holidays as determined by the Administrative Liaison Officer, with any adjustments for supplemented Program costs/fees for Federally Recognized Holidays (see Exhibit "B"), which may be reflected in an adjusted payment or billing as referenced in Item e)5 below.
 4. Form of deputy patrol(s): foot or vehicle, as determined by the Administrative Liaison Officer;
 5. Payment/Billing method: Monthly payment, provided in advance and/or billed, as acceptable to Marion County Board of County Commissioner's Procurement & Finance Departments/Operations and Sheriff's Procurement & Finance Departments/Operations.



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5. ADMINISTRATIVE LIASON OFFICER:

a) The Sheriff agrees that a Lieutenant shall be provided as the Administrative Liaison Officer, who will work in concert with the SSCRA's staff. The Administrative Officer may also be staff serving the Sheriff as administrator of the Sheriff Community Policing and/or Special Detail Programs. The Administrative Liaison Officer will perform the following duties:

1. To the extent practicable, prepare and disseminate to the SSCRA staff in advance a deployment plan showing the upcoming monthly (or quarterly) schedule for the two (2) man team of deputies, identifying the dates, times, and patrol method(s) for upcoming Program service consistent with Exhibit "A". (The deployment plan shall be provided in advance to inform SSCRA and Marion County staff of the upcoming Program service times to allow for coordination purposes, etc., however the plan is not intended for general public dissemination.)
2. Prepare and disseminate to the SSCRA staff a summary report of each completed month's activities and services provided by the Program including, but not limited to, identifying and/or summarizing arrests, warrant servicing, citizen assistance, community and property owner/management contacts/operations, etc. as outlined in this Program Application. SSCRA staff will disseminate such reports to the County Administrator and SSCRA Agency Board members and related County Departments for reference and review.
3. Coordinate the dissemination and processing of law enforcement and security reports, supervisory assistance, assist in the resolving of problems, and/or assist in executing the provisions of the Program as outlined in this Program Application Addendum.
4. Establish and maintain an ongoing line of communication with Shift Commanders and other law enforcement personnel and the Program deputies assigned to the SSCRA.
5. Initiate and monitor ongoing lines of communication with Neighborhood Watch leaders to effectively employ the community-policing concept and to address in a timely manner concerns raised by community leaders.

6. WORKLOAD DATA

The Sheriff agrees to collect and provide workload data in the SSCRA to the Agency.

7. LIABILITY:

BOTH PARTIES recognize and agree that pursuant to state statute, the hiring of off-duty deputies may result in a claim for property damage, bodily and personal injury, including a claim for worker's compensation against BUSINESS, except that any deputy sheriff injured while enforcing the criminal, traffic or penal laws of this state shall be regarded as working on duty and would be covered under SHERIFF'S insurance, including workers compensation.

8. INDEMNIFICATION:

BUSINESS agrees that up to the limits provided in Section 768.20, Florida Statutes, it will defend, indemnify, and hold harmless SHERIFF, his heirs, successors in interest or insurers from any and all



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claims, actions, judgements and suits, including a claim for workers compensation arising from or in connection with any act or omission of said Deputy Sheriff(s) while acting on behalf of the BUSINESS and within the course and scope of such employment, together with any costs, attorney's fees, or other expenses incurred or to be incurred by SHERIFF, or the County of Marion, in defense of any such claim, action, judgement or suit, including the enforcement of this Agreement, whether such claim be groundless or not. This shall not be construed in any way as a waiver by the SHERIFF or BUSINESS of sovereign immunity or the limits established in Section 768.20, Florida Statutes.

9. COVERAGE:

BUSINESS agrees that SHERIFF reserves the right to require that a sufficient number of deputies be employed at large, public events to ensure safe and efficient law enforcement coverage.

10. NOTICES

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail, return receipt requested, to the principal place of business of each of the parties hereto, as specified below:

To the Agency:
Marion County Community Redevelopment Agency
c/o Marion County Growth Services
2710 East Silver Springs Boulevard
Ocala, FL 34470
Attention: Christopher D. Rison, Senior Planner

To the County Administrator:
Mounir Bouyounes, County Administrator
601 SE 25th Avenue
Ocala, FL 34471

To the Marion County Community Redevelopment Agency
Marion County Community Redevelopment Agency
c/o Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471
ATTN: Chairman

Marion County Sheriff's Office
692 NW 30th Ave
PO Box 1987
Ocala, FL 34475
ATTN: Marissa Duquette, General Counsel



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11. PUBLIC RECORDS

119.0701(2)(a) COMPLIANCE: IF THE CONTRACTOR/BUSINESS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S/BUSINESS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OF THE MARION COUNTY SHERIFF'S OFFICE AT 692 NW 30TH AVE, PO BOX 1987, OCALA, FL 34475, ATTN: MARISSA DUQUETTE, GENERAL COUNSEL, MDUQUETTE@MARIONSO.COM, (352) 369-6758.

ATTEST:

**MICHELLE STONE, CHAIR,
MARION COUNTY CRA (BUSINESS REPRESENTATIVE)**

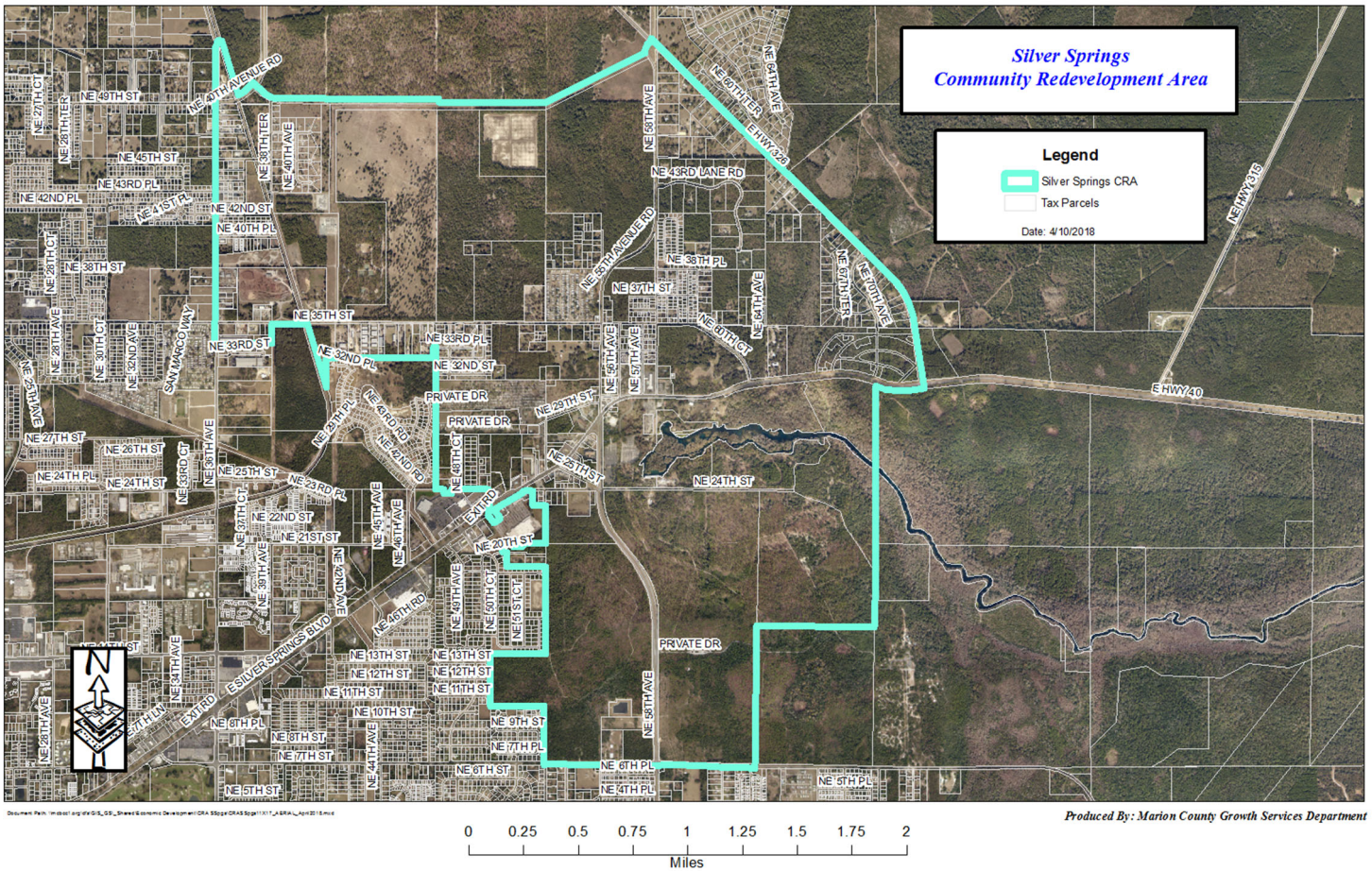
**MARION COUNTY SHERIFF'S OFFICE
FOR BILLY WOODS, SHERIFF**



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EXHIBIT "A" SILVER SPRINGS COMMUNITY REDEVELOPMENT AREA (SSCRA) MAP





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**EXHIBIT "B"
FEDERALLY RECOGNIZED HOLIDAYS**

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Day