

COLLIER COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT SPECIAL DETAIL AGREEMENT

THIS AGREEMENT, made and entered into on this 2 day of October, 2023 by and between the Collier County Sheriff's Offices, KEVIN RAMBOSK, SHERIFF of Collier County in Naples, Florida, hereinafter referred to as "CCSO" and Tamiami FORD Inc. hereinafter referred to as "CONTRACTOR", both of whom shall be referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the CONTRACTOR desires to obtain special Law Enforcement Services at 1471 Airport Rd n. Naples FL 34104 (detail location/address) in Collier County, Naples, Florida.

WHEREAS, the CCSO has agreed to render to the CONTRACTOR professional law enforcement service, and the CONTRACTOR is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

WHEREAS, the CONTRACTOR is desirous of providing Law Enforcement services through a contractual relationship with the CCSO.

WHEREAS, the Sheriff hereby agrees to provide such security and law enforcement as provided herein.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. For the purpose above, the Sheriff shall provide to the CONTRACTOR: **Various Deputies at Various Times as requested by Contractor.** All details will be submitted in writing via email or fax. Every effort will be made to accommodate all detail requests; however, deputy availability cannot be guaranteed.
2. Such Law Enforcement Deputies shall perform normal law enforcement duties to provide for the health and security of persons in the immediate area of the above captioned event or location(s).
3. At all times pertinent to this contract, the Law Enforcement Deputies shall be assigned by and remain under the control of the Office of the Sheriff of Collier County, Kevin Rambosk, Sheriff. Ownership and maintenance of equipment used in Special Details are the responsibility of the Collier County Sheriff's Office. Equipment assigned to a Deputy for use in the regular performance of duties shall be used during this Special Detail. All equipment remains the responsibility of the assigned Deputy and the ownership remains with the Collier County Sheriff's Office.
4. **The CONTRACTOR shall pay as indicated under "Financial Arrangements" to the Office of the Sheriff of Collier County the actual cost to the CCSO as shown**

in the following table.

The CONTRACTOR shall pay a minimum of four (4) hours per deputy per detail; with the exception of specific units, such as the Youth Relations Bureau, as determined during the planning phase by CCSO.

When six (6) or more deputies are assigned to a detail, one position per every six (6) deputies will be designated as a supervisor. It is the discretion of the Sheriff's Office to determine the number of deputies/supervisors needed for any event. Emphasis will be placed on Officer Safety.

A Premium Pay Rate will be charged to encompass any details occurring on or beginning on the following dates:

New Year's (to include New Year's Eve and Day)
Superbowl Sunday
Mardi Gras
St. Patrick's Day
Easter (to include Palm Sunday, Good Friday and Easter Sunday)
Cinco de Mayo
Mother's Day
Memorial Day Weekend (Prior Saturday thru Memorial Day)
Father's Day
Independence Day Weekend (July 4th and associated weekend)
Halloween
Thanksgiving (to include Blackout Wednesday, Thanksgiving and Black Friday)
Christmas (to include Christmas Eve and Day)

An Expedited Request Rate (request for details with less than 72 hours advance notice during normal business hours Monday-Friday / 8am-5pm) will mirror the Premium Pay Rate for all details.

CCSO Specialty Units Rate. Approval will be based on availability, needs of the Agency, and operational commitments. It is the discretion of the Sheriff's Office to determine the number of Specialty Units needed for any event. Emphasis will be placed on Officer Safety. The CONTRACTOR shall pay a minimum of two (2) hours per deputy per detail;

The **CCSO K9 team** will consist of one handler and one canine. Typical duties include, but are not limited to detection sweeps, and/or providing security at events.

The **CCSO Explosive Sweeps Team** will, at a minimum, consist of one handler, one canine, and two bomb technicians. Typical duties include, but are not limited to, the K9 handler using an explosive detection K9 to detect the odor of explosives and the bomb technicians conducting room-searching sweep techniques to locate objects, items, or parcels which look out of place or are suspicious.

The **CCSO Marine Unit** will consist of one Boat Captain and one twin

engine vessel. Typical duties include, but are not limited to, law enforcement presence to aid in enforcement of State and Local Laws. Additionally, in an effort to maintain the highest level of vessel safety upon the waterways for all users, Marine Deputies will utilize typical vessel patrol techniques including the use of overhead flashing lights to calm vessel traffic as needed.

<u>TIER ONE (1) DETAILS</u>	
To include, but not limited to: Establishments Selling and/or Allowing Alcohol for consumption on premise, Large Crowd Gatherings, Sporting Events, Concerts	
<u>Detail Type</u>	<u>Hourly Contractor Billing Rate</u>
Community Service Deputy (CSD) - Traffic ONLY	\$69.63
Premium and/or Expedited CSD	\$80.82
Law Enforcement Officer (LEO) - Traffic and/or Security	\$86.42
Premium and/or Expedited LEO	\$97.61
LEO Supervisor - Traffic and/or Security	\$102.60
Premium and/or Expedited LEO Supervisor	\$114.40
<u>TIER TWO (2) DETAILS</u>	
To include, but not limited to: Standard Traffic and/or Security, Church Details, School Details, Community Patrols, Meetings, Speed Enforcement	
<u>Detail Type</u>	<u>Hourly Contractor Billing Rate</u>
Community Service Deputy (CSD) - Traffic ONLY	\$58.45
Premium and/or Expedited CSD	\$69.63
Law Enforcement Officer (LEO) - Traffic and/or Security	\$75.23
Premium and/or Expedited LEO	\$86.42
LEO Supervisor - Traffic and/or Security	\$92.02
Premium and/or Expedited LEO Supervisor	\$102.60
<u>SPECIALTY UNIT DETAILS</u>	
Details that only a specific group can provide (2-hour minimum)	
<u>Detail Type</u>	<u>Hourly Contractor Billing Rate</u>
K9 Team (1 handler & 1 dog)	\$80.82
Explosive Detection Sweeps (K9 Team + 2 Bomb Techs)	\$80.82
Marine Unit (1 Boat Captain + twin engine vessel)	\$80.82
** Detail Type and Tier Billing Rate will be determined by CCSO during the detail request/planning stage **	

A new agreement shall require a full balance deposit prior to coverage being scheduled for the first ninety (90) days of the agreement. Once a good payment history has been established, the agreement will be automatically converted to the financial arrangement of "No Deposit Required /Total Due upon Billing". The detail shall be subject to a final accounting.

The balance remaining, if any, shall be invoiced to the CONTRACTOR upon a final time accounting being completed by the Sheriff's Office Finance Department and shall be paid by the CONTRACTOR within thirty (30) days of receipt of the invoice.

If an account is sixty (60) days past due then all contract law enforcement services will be terminated until payment is paid in full. The account will then be required to reestablish a good payment history by providing a full balance deposit for ninety (90) days from the date the account was paid in full.

The Detail Billing Rates are subject to change, at the direction of the Sheriff, with thirty (30) day's written notice. Contractors will reserve the right to cancel their Special Detail Agreements at that time.

FINANCIAL ARRANGEMENTS:

- Full Payment in Advance
- 50% Deposit Required
- No Deposit required/ Total Due Upon billing

5. The CONTRACTOR hereby agrees to indemnify the Sheriff against any and all claims against the Sheriff or the Office of the Sheriff of Collier County arising out of the use of the certified law enforcement deputies from whatever source or cause; to the extent permitted by law and without waiver of the right of the Contractor to claim immunity under §768.28, Florida Statutes, and without extending or altering the Contractor's liability beyond the limits established in §768.28, Florida Statutes; excepting only the negligence or willful misconduct of the Sheriff or his Deputies.
6. The parties agree that the services provided for herein are not a guarantee of the health and safety of the patrons attending the above captioned event, but is the provision of regular law enforcement services commonly supplied by the Office of the Sheriff to the citizens of Collier County according to policies established by the Sheriff.
7. The parties agree that in the event of an off-site emergency requiring the services elsewhere of the law enforcement Deputies provided herein, that the Sheriff may be required to remove the Deputies to meet any such emergency, without penalty, and such removal shall not be deemed a breach of this Agreement.
8. Law Enforcement Deputies provided according to the terms hereof shall be paid according to the regular payroll procedures of the Office of the Sheriff, and no funds shall be transferred from the CONTRACTOR to any law enforcement Deputy, but such funds shall be paid directly to the Office of the Sheriff of Collier County.
9. A **48 hour notice is required** for any event cancellation during normal business hours Monday-Friday / 9am-5pm by contacting the CCSO Special Details Coordinator at 239-252-0529. Contact may also be made via email at SDC@colliersheriff.org. If notice is not received within that timeframe, the Contractor will pay the minimum of **4 (four) hours** for each scheduled deputy.
10. A **Severe Weather Cancellation** will result in the 4-hour minimum if the scheduled Deputy(s) is already onsite at the detail. After normal office hours, the contractor may contact the CCSO Special Detail Coordinator at 239-285-8062 (agency cellphone) to initiate a weather-related cancellation.

IN WITNESS WHEREOF, the PARTIES hereto execute this instrument on their behalf, at the dates set forth below:

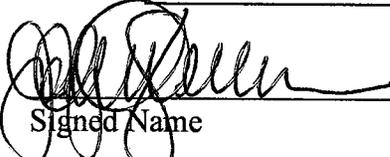
COLLIER COUNTY SHERIFF'S OFFICE

KEVIN RAMBOSK, Sheriff of Collier County

Date

Approved as to form and legal sufficiency subject to execution by the PARTIES:

CONTRACTOR:

BY: 
Signed Name

10/2/2023
Date

Jay Zellers Rautenkranz
Typed/Printed Name and Title

1471 Airport Rd
Street Address

Naples, FL 34104
City/State/Zip Code

Billing Address (if different)

City/State/Zip Code

239 832 0515
(Area Code) Telephone Number

239 643 0099
(Area Code) FAX Number

None
(Area Code) Cellular Phone Number

joyr@gotamiami.com
Email Address (if applicable)

Detail Liaison/Requestor Name, Email Address and Cell Phone Number (if different)

----- **Nothing Further / End of Agreement** -----