



ALACHUA COUNTY SHERIFF'S OFFICE

Outside Employer Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between _____, whose address is _____,

hereinafter referred to as "OUTSIDE EMPLOYER," and Chad D. Scott, Sheriff of Alachua County, a Constitutional Officer of the State of Florida, whose mailing address is Post Office Box 5489, Gainesville, Florida, 32627, hereinafter referred to as "SHERIFF," who has authorized his designee to enter into this agreement.

WITNESSETH

WHEREAS, the OUTSIDE EMPLOYER desires to hire one or more Deputy Sheriffs/Field Service Technicians in an extra-duty capacity to provide security, traffic and/or crowd control at _____ for a period of _____ time commencing on _____, 20____, and ending _____, 20____.

WHEREAS, the OUTSIDE EMPLOYER will benefit from the services of such extra-duty personnel, as aforesaid; and recognizes the increased civil liability to the SHERIFF and/or Alachua County that could result from the acts or omissions of said extra-duty personnel while working for the OUTSIDE EMPLOYER, and

WHEREAS, the OUTSIDE EMPLOYER also recognizes that the hiring of such personnel may result in claims for property damage, bodily and personal injury,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and all rights and responsibilities pursuant to s. 30.2905, Florida Statutes, the parties agree as follows:

1. If the OUTSIDE EMPLOYER is a private entity, the OUTSIDE EMPLOYER agrees that it will, at all times hereafter, defend, indemnify and hold harmless the SHERIFF, his heirs, successors in interest or insurers from any and all claims, demands, actions, judgments and suits, arising out of the acts and/or omissions of the said Deputy Sheriffs/Field Service Technicians while acting on behalf of, and to the benefit and use of, the OUTSIDE EMPLOYER, together with any and all costs, attorneys' fees or other expenses incurred or to be incurred by the SHERIFF or the County of Alachua in the defense of any such claim, action, judgment or suit, including the enforcement of this Agreement, whether such claim be groundless or not, except for intentional acts or gross negligence of the SHERIFF, Deputy Sheriffs or Field Service Technicians.
2. If the OUTSIDE EMPLOYER is a governmental entity, the Outside Employer acknowledges notification that, pursuant to section 30.2905, Florida Statutes, it is responsible for the acts or omissions of the Deputy Sheriffs while such Deputy Sheriffs are performing services for said Outside Employer, including workers' compensation benefits (however, should a Deputy Sheriff performing services for outside employer under this Agreement sustain an injury while enforcing the criminal, traffic or penal laws of the state, said Deputy Sheriff shall be regarded as working on duty.) The Outside Employer does not waive sovereign immunity by this Agreement.
3. An entity which could be considered either private or governmental will be construed as a private

entity.

This contract shall continue in force so long as the OUTSIDE EMPLOYER shall employ any extra-duty personnel; and the OUTSIDE EMPLOYER shall remain liable under this agreement thereafter for act or omission of such Deputy Sheriff/Field Service Technician during the period of such employment as described above.

If the OUTSIDE EMPLOYER wishes to cancel or delay their scheduled event, they are required to contact the Combined Communications Center (CCC) at 352-955-1818 a minimum of three (3) hours before the start time so that notification can be made to the deputy working the detail. If the OUTSIDE EMPLOYER fails to notify the Combined Communications Center, they will still be charged the three-hour minimum.

This Agreement shall be binding on and inure to the heirs, personal representatives, successors, assigns and insurer of the respective parties hereto. The OUTSIDE EMPLOYER warrants that the person executing this Agreement on its behalf has full authority to bind the OUTSIDE EMPLOYER.

Nothing in this Agreement shall be interpreted as a waiver of any party's sovereign immunity rights as granted under Section 768.28, Florida Statutes.

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

ATTEST: (Two Witnesses Required)
(Print Name of Entity or Principal)

By: _____
OUTSIDE EMPLOYER

TITLE

Chad D. Scott, SHERIFF, Alachua County
or Designee