

ORIGINAL

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MANATEE COUNTY SHERIFF'S OFFICE  
AND MANATEE COUNTY, FLORIDA, PERTAINING TO MOWING AND  
MAINTENANCE OF GRASS AT THE MANATEE COUNTY CENTRAL JAIL**

This Memorandum of Understanding ("MOU") is entered into by and between the SHERIFF OF MANATEE COUNTY, an independent constitutional officer of Manatee County ("MCSO") and MANATEE COUNTY, a political subdivision of the State of Florida ("COUNTY"), entered into on the date(s) specified below.

**WHEREAS**, MCSO and the COUNTY share a common desire to accomplish the efficient and effective delivery of services to the public; and

**WHEREAS**, the COUNTY owns the real property and facility thereon located at 14470 Harlee Rd., Palmetto, Florida 34221, known as the Manatee County Central Jail ("the Jail"); and

**WHEREAS**, MCSO operates the facility known as the JAIL; and

**WHEREAS**, although the COUNTY's Parks and Recreation Maintenance Department has historically mowed and maintained the grass areas at the JAIL, the COUNTY has determined that it is no longer practical to do so; and

**WHEREAS**, MCSO has determined that jail inmate labor shall be used to mow and maintain grass areas at the JAIL; and

**WHEREAS**, the COUNTY owns various pieces of equipment used to mow and maintain grass at the JAIL; and

**WHEREAS**, MCSO does not currently have equipment suitable for mowing and maintenance of the grass at the JAIL, and acquiring or leasing same would be a significant financial burden on MCSO as well as the taxpayers; and

**WHEREAS**, the MCSO and COUNTY hereby acknowledge and agree that it is in the public's best interest to have grass at the JAIL regularly mowed and maintained by jail inmate laborers.

**NOW THEREFORE**, MCSO and the COUNTY hereby agree as follows:

**I. PURPOSE**

To define the responsibilities of the parties regarding maintenance of the grounds of the JAIL.

## **SECTION I. DURATION OF AGREEMENT**

This initial term of this Agreement shall be from November 1, 2011 through November 1, 2013. This agreement may be renewed by written agreement of the parties in writing no later than thirty (30) days prior to its expiration date. The duration of any renewal terms shall be expressed in the written agreement to renew.

## **SECTION II. DUTIES OF MCSO**

1. MCSO shall mow and maintain all grass areas.
2. MCSO shall be responsible for all fertilization, weeding and pest control for grass areas.
3. MCSO shall bear all fuel costs relating to mowing and maintenance of grass.
4. MCSO shall provide routine maintenance and minor repairs on the equipment provided by the Parks and Recreation Department. For purposes of this subsection, "routine maintenance and minor repairs" shall mean those tasks that can be performed by MCSO at the Central Jail and do not require an expenditure of more than \$500; provided, however, that any maintenance or repairs that (a) cannot be performed by jail staff or (b) require the expenditure of more than \$500 shall be the responsibility of the COUNTY.
5. The Parks and Recreation Department will be responsible for mowing and maintaining grass areas during those times when the equipment provided by the Parks and Recreation Department is not in working condition.

## **SECTION III. DUTIES OF COUNTY**

1. COUNTY shall provide MCSO the equipment currently used to mow, edge, weed and fertilize grass areas at the JAIL. An inventory of equipment to be provided to MCSO is attached hereto as Exhibit A.
2. COUNTY shall bear all costs relating to maintenance and repair and replacement of said equipment, except for those costs associated with routine maintenance and minor repairs performed by MCSO pursuant to section II.4, above, or costs incurred as a result of operator error by an MCSO employee. County and MCSO shall work together to accomplish maintenance, repair and replacement in the most cost efficient manner.

## **SECTION IV. AMENDMENTS AND NOTICE**

This Agreement constitutes the full agreement between the Parties. There are no other written or oral terms not contained within this Agreement. Any amendment to this Agreement shall be in writing signed by both Parties.

Where any notice is required under this Agreement or applicable law, such notice shall be provided by registered mail, return receipt requested, as follows:

**FOR MCSO**

W. Brad Stuebe, Sheriff  
Manatee County Central Jail  
14470 Harlee Road  
Palmetto, Florida 34211

**FOR THE COUNTY**

Cindy Turner, Director  
Parks & Recreation Department  
5502 33<sup>rd</sup> Ave. Dr. W.  
Bradenton, Florida, 34209

**SECTION V. TERMINATION**

This Agreement may be terminated by either Party for any reason or no reason, at any time, upon 30 days prior written notice to the other Party.

**SECTION VI. EFFECTIVE DATE**

This Agreement shall become effective upon the filing of a fully executed copy of same with the Clerk of the Circuit Court, as required by § 163.01(11), Florida Statutes.

**SECTION VII. SEVERABILITY**

Should any section, sentence or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect.

**SECTION VIII. INDEMNIFICATION**

Each Party, as a political subdivision as defined by Florida Statute § 768.28, agrees to indemnify each other Party and hold it harmless to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions to the extent permitted by law. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Part claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The Parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.



## EXHIBIT "A"

1 - 2001 Toro Groundsmaster 72"

Asset #41835,

Serial #210000168-30626



Present Value - \$5,000.00

1 - 2008 Stihl Weed trimmer FS25R

Asset #616

Serial #274910013



Present Value - \$300.00

1 - 2008 Stihl Edger FC110

Asset #627

Serial #276560127



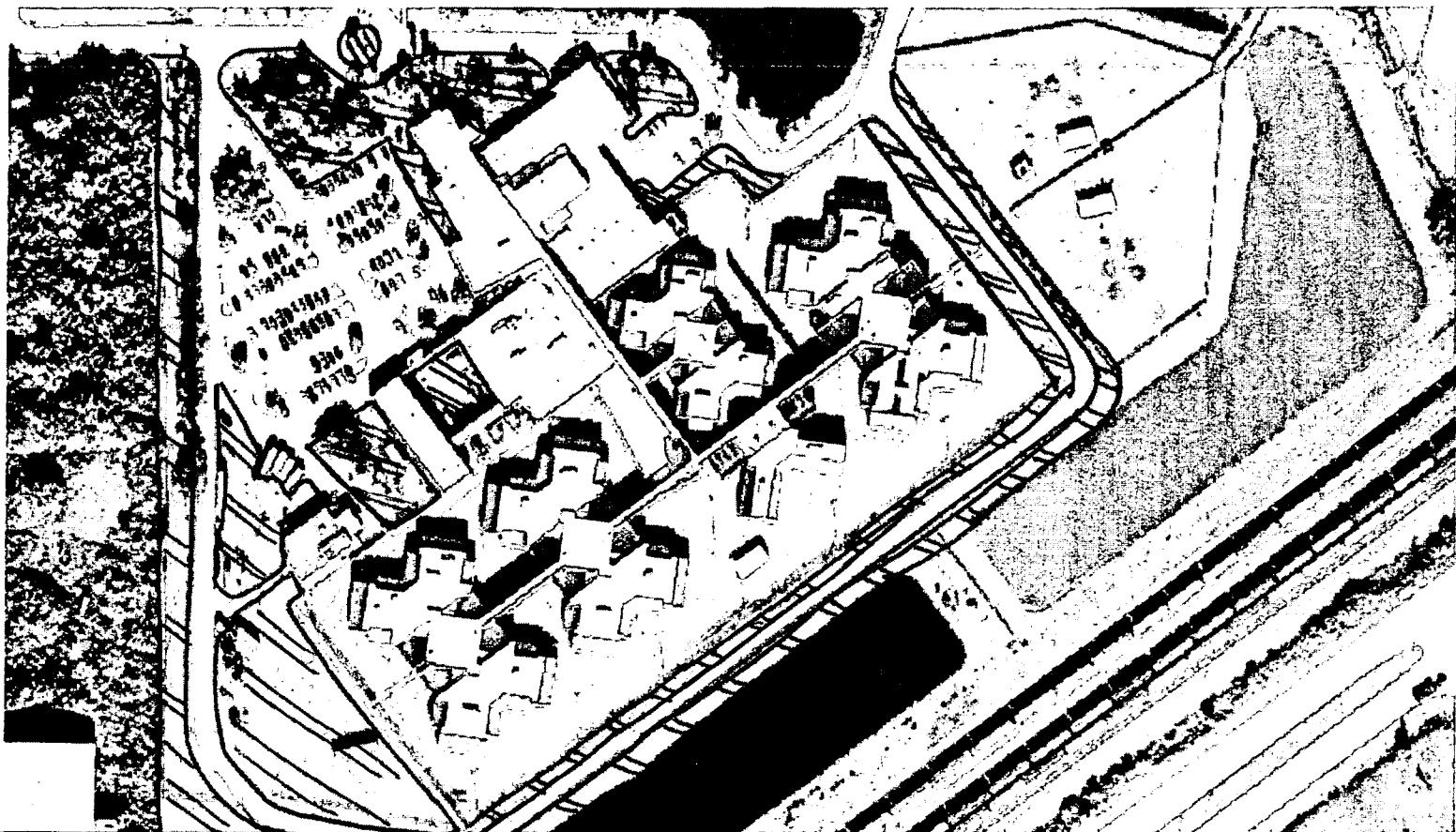
Present Value - \$300.00

1 - Lesco 100lb Capacity Broadcast Spreader



Present Value - \$100.00

# Port Manatee Jail



Legend		Florida Major Roads		County Road	
<input type="checkbox"/> 2011 Aerials	<input type="checkbox"/> Red: Band_1	<input type="checkbox"/>	Interstate	<input type="checkbox"/>	base
<input type="checkbox"/>	<input type="checkbox"/> Green: Band_2	<input type="checkbox"/>	U.S. Road	<input type="checkbox"/>	RoadWay Feature
<input type="checkbox"/>	<input type="checkbox"/> Blue: Band_3	<input type="checkbox"/>	State Road	<input type="checkbox"/>	Local Road

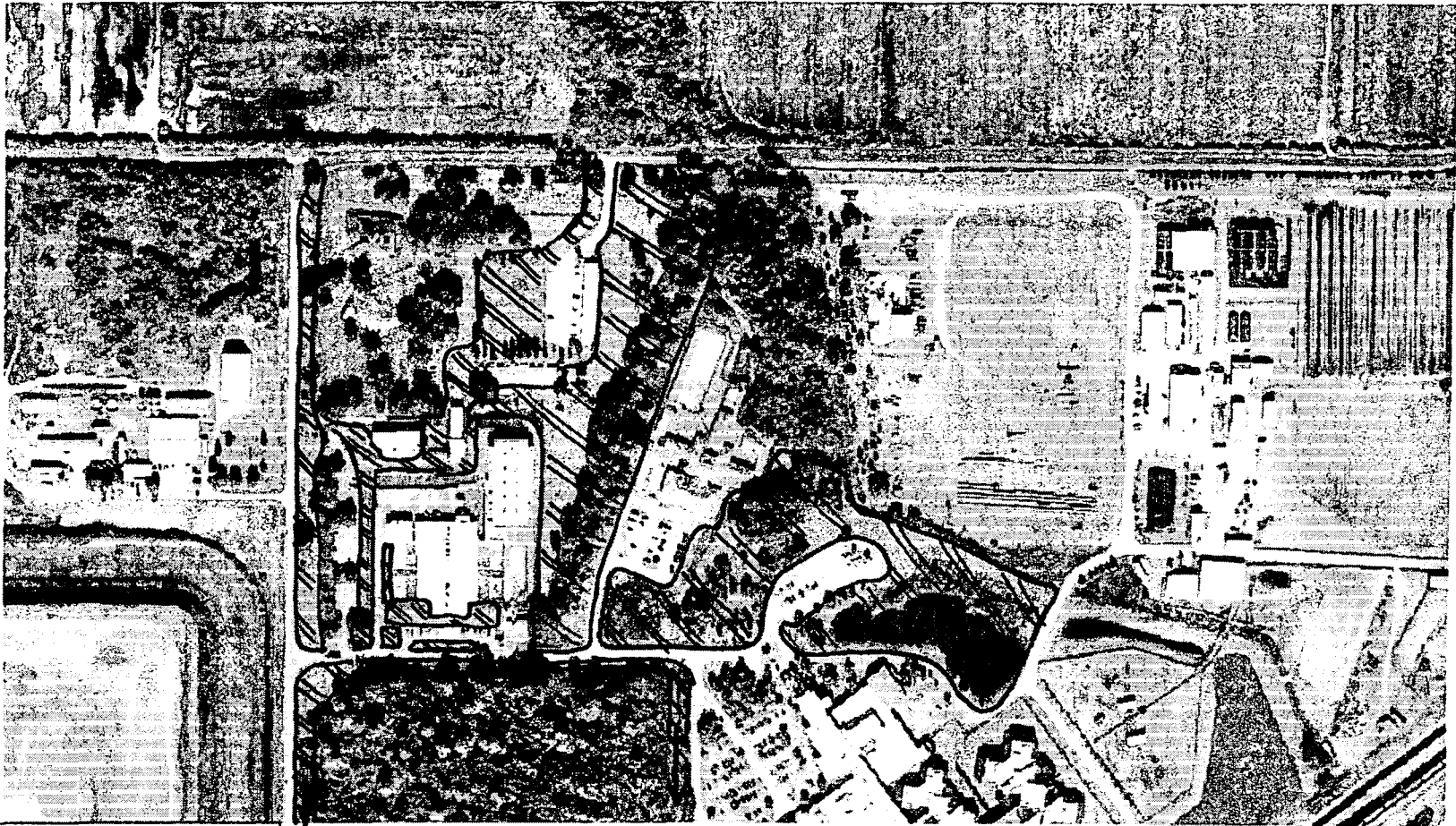


This map was developed by the Manatee County Geographic Information Systems division. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. Errors from non-coincidence of features from different sources may be present.  
 Printed at 08:18 on 2011-09-08



 *Mowed by Parks Maintenance*

# Port Manatee Stockade



Legend		Florida Major Roads		County Road		Date	
2011 Aerials	2011 Aerials	Red	Interstate		County Road	<input type="checkbox"/>	
		Green	U.S. Road		ReadWay Feature	<input type="checkbox"/>	
		Blue	State Road		Local Road	<input type="checkbox"/>	

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Printed at 08:23 on 2011-09-08



Mowed by Parks Maintenance

# MANATEE COUNTY GOVERNMENT

## AGENDA MEMORANDUM

<b>SUBJECT</b>	Memorandum Of Understanding between Manatee County Sheriff's Office and Manatee County; and Donation of Landscape Maintenance Equipment from Parks & Recreation Department	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	October 25, 2011	<b>DATE SUBMITTED/REVISED</b>	October 6, 2011
<b>BRIEFINGS? Who?</b>	None	<b>CONSEQUENCES IF DEFERRED</b>	None
<b>DEPARTMENT/DIVISION</b>	Parks and Recreation / Parks Maintenance	<b>AUTHORIZED BY TITLE</b>	Cindy Turner, Director
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Candie Pedersen / ext. 8205 Cynthia Gray / ext. 6002	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Carmine DeMilio / Parks Operations Manager / ext.8203
<b>ADMINISTRATIVE APPROVAL</b>			

**ACTION DESIRED**  
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization and execution of a Memorandum of Understanding between the Manatee County Sheriff's Office and Manatee County; and authorization for the Parks and Recreation Department to donate landscape maintenance equipment to the Manatee County Sheriff's Office.

**ENABLING/REGULATING AUTHORITY**  
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Ordinance, resolutions, policy

Section 125.01(1)(f) Florida Statutes

APPROVED IN OPEN SESSION

OCT 25 2011

**BACKGROUND/DISCUSSION**

**BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA**

- The Manatee County Parks Maintenance Division has historically maintained the grass areas around the Manatee County Central Jail, but with recent cut backs in manpower due to ever decreasing revenues, the Parks Maintenance Division cannot continue to provide grass maintenance to the Port Manatee Jail property. Through the donation of the proper equipment, which the Manatee County Sheriff's Office (MCSO) does not presently own, this task could be more efficiently accomplished through inmate labor.
- The MCSO and the County share a common desire to accomplish the most efficient and effective delivery of services to the public and feel that through the donation of certain landscape maintenance equipment by the Parks and Recreation Department, jail inmate labor could more effectively mow and otherwise maintain the surrounding grass areas of Manatee County Central Jail property.
- To formalize this new approach, the MCSO and the County have agreed to execute a Memorandum of Understanding (MOU) that outlines the following mutually agreed upon terms:
  - The County shall provide MCSO the equipment currently used (outlined in Attachment A of MOU) to mow, edge, weed and fertilize grass areas at the jail.
  - County shall bear all costs relating to maintenance and repair and replacement of said equipment, except for those costs associated with routine maintenance and minor repairs performed by MCSO. The County will be responsible for any maintenance that cannot be performed by jail staff or exceeds



\$500.

- o The Parks and Recreation Department will be responsible for mowing and maintaining grass areas during those times when the equipment provided by the Parks and Recreation Department is not in working condition.
- o County and MCSO shall work together to accomplish maintenance, repair and replacement in the most cost efficient manner.
- o MCSO shall mow and maintain all grass areas.
- o MCSO shall be responsible for all fertilization, weeding and pest control for grass areas.
- o MCSO shall bear all fuel costs relating to mowing and maintenance of grass.
- o MCSO shall provide routine maintenance and minor repairs, not requiring an expenditure of more than \$500 on the equipment provided by the Parks and Recreation Department.
- o The MOU may be terminated by either party for any reason or no reason, at any time, upon 30 days prior written notice to the other party.
- The initial MOU will be for two years and can be renewed by either party within 30 days notice to the other.
- The MOU will become effective November 1, 2011.

**COUNTY ATTORNEY REVIEW**

<b>Check appropriate box</b>	
<input checked="" type="checkbox"/>	<b>REVIEWED</b> <b>Written Comments:</b> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Available from Attorney (Attorney's initials: JAM)
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
<input type="checkbox"/>	<b>OTHER</b>

<b>ATTACHMENTS: (List in order as attached)</b>		<b>INSTRUCTIONS TO BOARD RECORDS:</b> 10/28/11 <i>GO</i>	
<ul style="list-style-type: none"> <li>• Copy of Memorandum Of Understanding between the Manatee County Sheriff's Office and Manatee County (Signed original will be given to Board Records before the meeting)</li> <li>• Attachment A</li> <li>• Aerial Images of Port Manatee Jail and Substation</li> </ul>		Please return a copy of the approved agenda to: Cynthia Gray, Parks and Recreation Department. <i>via email</i>	
<b>COST:</b>	Estimated value of donated equipment: \$5,700.00 Estimated annual cost savings: \$19,580.00	<b>SOURCE (ACCT # &amp; NAME):</b>	Account #0010012400
<b>COMMENTS:</b>	None	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	None