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**SERVICE AGREEMENT
MANATEE COUNTY GOVERNMENT
MANATEE COUNTY SHERIFF'S OFFICE
CITY OF ANNA MARIA**

ORIGINAL

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," the Manatee County Sheriff's Office, hereinafter referred to as the "SHERIFF", and the City of Anna Maria, a body corporate and politic organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY."

WHEREAS, The COUNTY, the SHERIFF, and the CITY have the authority to enter into the Service Agreement, pursuant to Chapter 125.0101 and Chapter 166.021, Florida Statutes; and

WHEREAS, The CITY desires to contract with the SHERIFF for the provision of law enforcement services rather than establishing a municipal police department; and

WHEREAS, the Sheriff and County agree to extend law enforcement services to the City.

NOW THEREFORE, in consideration of the above premises herein, the County, City and Sheriff agree as follows:

W I T N E S S E T H

Section 1. MUTUAL AGREEMENTS

- A. The COUNTY joins in the Agreement for the sole purpose of collecting payments owed pursuant to this Agreement and providing an appropriate budget (FY-2013-2014) to the SHERIFF as provided in Exhibit A consistent with the payments to be made by the CITY herein.
- B. The SHERIFF agrees to be solely and exclusively responsible for providing law enforcement services to the CITY.
- C. The CITY agrees to be solely and exclusively responsible for fulfilling the administrative functions related to the law enforcement services provided by the SHERIFF.
- D. The CITY and the SHERIFF may enter into an agreement which establishes details in the manner of which law enforcement services will be furnished to the CITY by the SHERIFF consistent with the Budget shown in Exhibit A.

Section 2. DURATION AND TERMINATION

- A. The following provisions shall govern the duration and termination of this Agreement:

This Agreement is for a period of one (1) year commencing on October 1, 2013, and shall continue in force after September 30, 2014, unless terminated as provided below or until replaced by a new agreement.

B. This Agreement may be terminated by any of the parties with the termination date to be the last day of any month, and provided that such termination shall not be effective until at least the one hundred and twenty-first (121st) day after the receipt of written notice of termination by any other party. If this Agreement is terminated as provided herein, the SHERIFF hereby consents to an amendment in the budget for the Sheriff's Office to reflect the change in status.

Section 3. PAYMENTS

The following provisions shall govern payments:

A. The CITY shall pay to the COUNTY the sum of Six Hundred Fifteen Thousand, Five Hundred Forty-Three Dollars and Seventy-Three Cents (\$615,543.73) for the period of October 1, 2013 to September 30, 2014. The CITY acknowledges, however, that said amount is based upon the SHERIFF'S current FRS contribution rates for deputies currently assigned to provide services within the City of Anna Maria. The CITY further acknowledges and agrees that assignment of replacement deputies could result in an increase in the SHERIFF'S FRS contribution rate. In the event of such an increase, THE CITY agrees to pay additional amounts attributable to the higher contribution rate.

B. The above amount and any additional amounts due to FRS contributions shall be payable to the County in equal monthly installments, paid on or before the fifteenth (15) day of each month commencing on October 1, 2013.

C. The Sheriff's Office will bill the City for overtime as the charges accrue for various events, not to exceed \$4,200.00.

D. All monies due the COUNTY from the CITY on the date of execution of this Agreement shall be paid within twenty (20) days after execution of this Agreement by all parties.

E. Payments shall continue at the same rate until termination or a new agreement is executed.

Section 4. INDEMNIFICATION AND THIRD PARTY BENEFICIARY

Each Party, as a political subdivision as defined by § 768.28, Fla. Stat., agrees to indemnify each other Party and hold it harmless as 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 §768.28(19), Fla. Stat., 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 Party 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.

Section 5. MODIFICATIONS OR CHANGES

No modifications or changes in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

Section 6. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered to or mailed to:

To the COUNTY: Manatee County
P.O. Box 1000
Bradenton, FL 34206
Attention: Larry Bustle, Chairman
Board of County Commissioners

Copy to: County Administrator
1112 Manatee Avenue West
Bradenton, FL 34205

To the SHERIFF: Manatee County Sheriff's Office
600 301 Blvd. West, Suite 202
Bradenton, FL 34205
Attention: W. Brad Steube, Sheriff

Copy to counsel: Michele S. Hall, Esquire
Manatee County Sheriff's Office General Counsel

To the CITY: CITY OF ANNA MARIA
P.O. Box 608
Anna Maria, Florida 34216
Attention: Honorable SueLynn, Mayor

Copy to: Alice Baird, City Clerk

or addressed to either of the parties at such other addresses as such party shall hereinafter furnish in writing. All such notices, requests or authorizations shall be in effect on receipt.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be duly executed this 24th day of September 2013.

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

ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT
BY: [Signature]
DEPUTY CLERK

By: [Signature: Larry Bustle]
Larry Bustle, Chairman
Date: 9/24/13



THE CITY OF ANNA MARIA

By: [Signature: SueLynn]
SueLynn, Mayor
Date: August 23, 2013

MANATEE COUNTY SHERIFF'S OFFICE

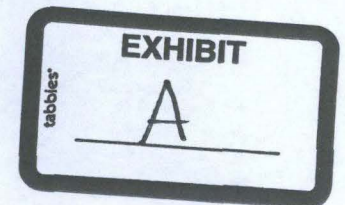
By: [Signature: W. B. Steube]
W. Brad Steube, Sheriff
Date: 08/29/2013

Anna Maria
DRAFT Budget
2013 - 2014

	<u>SGT & 6 DEP</u> <u>2012 - 2013</u>	<u>(Incr. / (Decr.))</u>	<u>SGT & 6 DEP</u> <u>2013 - 2014</u>	
Regular Salaries	418,996.54	-31,395.47	387,601.07	3 Lower cost deputies & includes 3% salary incr.
Overtime Pay				
Incentive Pay	7,200.00	-1,800.00	5,400.00	Diff. in new deputies
FICA Taxes	32,512.24	-2,447.66	30,064.58	Based on salary change
Retirement	55,117.53	15,562.42	70,679.95	Based on increased rates of 19.11% vs 15.97% (1 drop participant 12.89%)
Health & Life	96,460.00	-33,757.00	62,703.00	Coverage difference on new deputies & lower rate
Unemploy Comp				
TOTAL PERSONAL SERVICES	\$610,286.31	-\$53,837.70	\$556,448.61	
Profession Serv	4,637.56	-817.68	3,819.89	Overhead Costs (Supv., finance, payroll) 0.5%
Training/Travel	3,500.00	0.00	3,500.00	\$500 per Officer
Communications	464.64	0.00	464.64	Dedicated Verizon line for fax \$38.72 ea. per mo.
Vehicles	0.00	0.00	0.00	Vehicle Depr. (Vic. & Imp.) Assumes full depreciation
Insurance & Bond	5,194.00	0.00	5,194.00	\$742 per deputy
Auto Repairs	3,500.00	-700.00	2,800.00	\$400 auto repairs/ maint. per unit
Radio Repairs & Depr.	5,026.00	0.00	5,026.00	\$250 radio/comp. repairs/ maint. (deprec.\$638 unit) aircard \$468 per deputy
Office Supplies	135.00	0.00	135.00	
Gas, Oil & Other	34,095.60	0.00	34,095.60	1,353 mi. per mo. Per unit @ \$3.60 gal.
Ammunition	525.00	0.00	525.00	\$75 per Officer
Uniforms & Accessories	1,575.00	0.00	1,575.00	\$225.00 per person 4 uniforms
Uniform Cleaning	1,960.00	0.00	1,960.00	\$280 per person
TOTAL OPERATING EXPENSES	\$60,612.80	-\$1,517.68	\$59,095.13	
TOTAL	\$670,899.11	-\$55,355.38	\$615,543.73	
				-8.3%

Any Overtime is to be billed separately

The above represents 1 supervisor and 6 officers



KEY 18216

2013/2014 Budget (4/05/2013)

<u>Employee</u>	<u>TOTAL</u> <u>SALARY *</u>	<u>RETIREMENT</u>	<u>FICA</u>	<u>Health</u> <u>Benefits</u>	<u>Incentive</u>	<u>Total</u>
HERNANDEZ, EDDIE	51,704.15	9,926.53	3,973.73	6,293.00	240	72,137.40
CUDZILO, LEANA (new)	46,153.72	8,819.98	3,530.76	6,275.00	-	64,779.46
DAVIS, PAUL G. (new)	70,980.93	13,702.05	5,485.12	14,441.00	720	105,329.09
KIERNAN, MATTHEW J	54,690.86	10,703.67	4,284.83	13,994.00	1,320	84,993.36
SELLITTO, GARY A (drop)	70,382.12	9,165.06	5,439.31	14,859.00	720	100,565.50
STEWART, STEVEN JAMES	49,470.16	9,728.93	3,894.63	6,705.00	1,440	71,238.72
WISE IV, CHARLES (new)	44,219.14	8,633.73	3,456.20	136.00	960	57,405.07
	<u>387,601.07</u>	<u>70,679.95</u>	<u>30,064.58</u>	<u>62,703.00</u>	<u>5,400.00</u>	<u>556,448.61</u>

* Includes 3% salary change

REVISED September 24, 2013 - Regular Meeting
Agenda Item #16

Subject

Service Agreement between Manatee County Sheriff's Office, Manatee County Government, and the City of Anna Maria-FY 2013/2014.

Briefings

None

Contact and/or Presenter Information

Jim Minix, Chief Assistant County Attorney
Jo Ann Grace, Legal Assistant ext. 3750

APPROVED in Open Session
Manatee County Board of County
Commissioners

Action Requested

Motion to approve and authorize Chairman to execute the Service Agreement between the Manatee County Sheriff's Office, Manatee County Government, and the City of Anna Maria for FY 2013/2014 and which will go into effect October 1, 2013.

Enabling/Regulating Authority

Sections 125.01 and 163.01, Florida Statutes.

Background Discussion

The Manatee County Sheriff's Office enters into a Service Agreement with Manatee County Government and the City of Anna Maria annually for law enforcement services in the city. The agreement is a standard form agreement to which all three governmental entities are parties and is authorized by Sections 125.0101 and 162.021, Florida Statutes. The agreement has been updated to reflect the current budget information and has been reviewed by the County Attorney's Office; it now requires Board approval for the upcoming 2013/2014 fiscal year which begins October 1, 2013 through September 30, 2014.

The Sheriff requests that once the agreements are executed, one original be returned to each party with Board Records retaining the County's original. The County Attorney's Office recommends approval and execution of the FY 2013/2014 Service Agreement.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Three (3) original Service Agreements attached.

Reviewing Attorney

N/A

Instructions to Board Records

Please return an electronic copy of this agenda and supporting documents to: joann.grace@mymanatee.org. - emailed

JG - 9/26 - SS

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [MSO MCG COAM Svc Agmt FY2013-2014.pdf](#)