
INTERLOCAL AGREEMENT
regarding
LAW ENFORCEMENT SERVICES FOR
CORTEZ BEACH, COQUINA BEACH AND COQUINA BAYSIDE PARK/LEFFIS KEY

MANATEE COUNTY, FLORIDA
CITY OF BRADENTON BEACH, FLORIDA

Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 18 day of Jan., 2018, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **City of Bradenton Beach**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “City”.

RECITALS

WHEREAS, the City, an incorporated municipality within the County, has established a Police Department providing police services within the corporate limits of the City; and

WHEREAS, the County maintains and operates a beachfront parks known as Cortez Beach, Coquina Beach and Coquina Bayside Park/Leffis Key (hereinafter the “Parks”) within the corporate limits of City; and

WHEREAS, the Parks are a primary attraction for over two million tourists visiting the County each year, and the Parks provide a recreation facility for all residents and visitors of the County; and

WHEREAS, the Board of County Commissioners has determined that the provision of additional law enforcement services at the Parks will enhance the tranquility of the Parks, reduce vandalism, preserve the County’s primary tourist attraction and otherwise provide a real and substantial benefit to the entire County; and

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to providing law enforcement services for the Parks.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II
LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services. Commencing October 1, 2017, the City shall provide uniformed law enforcement officers (the “Officer” or “Officers”) to patrol the Parks in accordance with the schedule attached hereto and incorporated herein as Attachment “A” and the following conditions:

- A. The Officers shall enforce all Federal, State, County, and Municipal laws;
- B. The Officers shall remain employees of City and the performance of their duties shall be under the supervision and direction of the Chief of Police for the City; and
- C. The City shall be solely responsible for appearing, defending, and paying all costs, expenses and charges resulting from harm, injury or damage to persons or property as a result of the acts, errors or omissions of its Officers, employees or agents while acting in their official capacity and in connection with this Interlocal Agreement.

2.2 Reports of the City. The City shall provide the County with the following two reports during the fiscal year:

Copies of the Florida Department of Law Enforcement (FDLE) Statistics Report, (see Attachment “B”, sample report) as provided to the State, on a semi-annual basis. The first report will cover the period of July 1, 2017 through December 31, 2017 and shall be submitted to the County by February 1, 2018. The second report shall cover the period from January 1, 2018 through June 30, 2018 and shall be submitted to the County by August 1, 2018. Reports shall be submitted to the Public Safety Department, 2101 47th Terrace East, Bradenton, Florida 34203, attention Director, Public Safety.

- A. Monthly Incident Log reports, created on a Microsoft Excel spreadsheet with sorting capabilities (see Attachment “C”, sample report) detailing all arrests, citations, tickets issued, location, date, time and Officer hours spent in patrolling the Park. Reports shall be submitted on a monthly basis to the County by the 15th of the following month. Reports shall be submitted electronically in Excel format, via email to the Public Safety Department to the following email address: Robert.smith@mymanatee.org with copies to joe.westerman@mymanatee.org and cheryl.thompson@mymanatee.org.

2.3 County Funding of Services. Subject to the City performing each of its obligations under this Interlocal Agreement, commencing October 1, 2017 the County shall provide funding to the City in the amount of seven thousand eight hundred fifty three dollars (\$7,853.00) per month to assist with the cost of providing police law enforcement services to the Parks in accordance with this Interlocal Agreement.

2.4 Annual Appropriation. The County’s obligation under Section 2.3 beyond fiscal year 2017/2018 shall be contingent upon the County Commission’s annual budgeting and appropriation of legally available funds.

2.5 Indemnification, Legal Relationship and Third Parties.

- A. The City and County agree that each party will be liable for the negligent acts or omissions of its own employees only and will be responsible for worker's compensation coverage and claims only of its own employees.
- B. The parties are not partners, joint ventures or joint employers, and the employees of each party shall not be considered or treated as employees of the other for any purpose.
- C. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall 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 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 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.

Article III
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect in accordance with Section 5.10.

3.2 Termination. Unless terminated for cause in accordance with applicable law, or renewed pursuant to Section 3.3, this Interlocal Agreement shall terminate on September 30, 2018.

3.3 Renewal. Subject to the approval by the County's Board of County Commissioners and the City's City Council, the City and the County may renew this Interlocal Agreement for an additional one-year on an annual basis.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Council, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute

general obligations, debts or liabilities of the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.5 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.6 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.7 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.8 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County (the "Clerk").

5.9 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
 Manatee County Administration Center
 1112 Manatee Avenue, Suite 920
 Bradenton, Florida 34205
 Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
 Angelina Colonnese, Clerk
 1115 Manatee Avenue West
 Bradenton, Florida 34205
 Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: City of Bradenton Beach
 107 Gulf Drive North
 Bradenton Beach, FL 34217
 Attention: Mayor
 Facsimile: (941) 778-1005

With copy to: City of Bradenton Beach
 107 Gulf Drive North
 Bradenton Beach, FL 34217
 Attention: Chief of Police
 Facsimile: (941) 778-6311

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

5.10 **Effective Date.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be effective upon the filing of a fully executed copy of this Agreement with the Clerk pursuant to Section 5.8.

WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: Orisalle J. ...
Chairperson 2/13/18

ATTEST: Angelina Colonnese,
Clerk of the Circuit Court

By: Robin Roth, DC
Deputy Clerk



**CITY OF BRADENTON BEACH,
FLORIDA**

By: [Signature]
Mayor

ATTACHMENT "A"
to
Interlocal Agreement
Schedule of Law Enforcement Services

BEACH POLICE SCHEDULE

MEMORIAL DAY WEEKEND THRU LABOR DAY

| | | |
|------------------|------------|----------|
| Monday-Friday | 1 Officer | 10AM-7PM |
| Weekend/Holidays | 2 Officers | 10AM-7PM |

DAYLIGHT SAVINGS TIME SPRING/FALL (Prior to Memorial Day/after Labor Day)

| | | |
|---------------------------------------|-----------|----------|
| Monday-Friday | 1 Officer | 10AM-7PM |
| Weekends | 1 Officer | 10AM-7PM |
| Holidays (Spring Break, Thanksgiving) | 1 Officer | 10AM-7PM |

WINTER (non-Daylight Savings Time)

| | | |
|-------------------------------|---------------------------|---------|
| Monday-Friday | 1 Officer | 9AM-5PM |
| Weekends | 1 Officer | 9AM-5PM |
| Holiday (Christmas, New Year) | To be determined by Chief | |

NOTE: The Chief of Police of the City will provide additional personnel as he deems necessary. Requested changes as may be necessary in the above schedule will be submitted to the Director of Public Safety for review.

ATTACHMENT "B"
to
Interlocal Agreement
FDLE Sample Report

REPORT STATISTICS REPORT
Sorted By Incident Type

| Entered Search Criteria: | | | | | |
|--------------------------|----------|-------------|----------|-----------------|-----|
| From Date: | 01/01/15 | To Date: | 12/31/15 | Min # Arrested: | ANY |
| From report#: | ANY | | | To report#: | ANY |
| Incident Type: | ANY | | | Officer ID: | ANY |
| Unit ID: | ANY | Common: | Coquina | Report Type: | ANY |
| From Street#: | ANY | To Street#: | ANY | Zone: | ANY |
| X-St-1: | ANY | | | Street Name: | ANY |
| Report Completed: | ANY | | | X-St-2: | ANY |
| | | | | UCR Checked: | ANY |
| | | | | Map Co-ords: | ANY |

| REPORT# | REPORT DATE | REPORT TYPE | INCIDENT TYPE | LOCATION | ZONE | UNIT ID | OFFIC. ID |
|------------|-------------|-------------|----------------|--------------------|------|---------|-----------|
| 2015000118 | 05/26/15 | Offense | Agg/battery | 2000 Gulf Dr S | | BB08 | 325 |
| 2015000072 | 04/12/15 | Incident | Animal Complai | 1800 Gulf Dr S | | BB08 | 325 |
| 2015000180 | 07/13/15 | Incident | Animal Complai | 2650 Gulf Dr S | | BB10 | 1949 |
| 2015000042 | 03/02/15 | Offense | Burglary/vehic | 2200 Gulf Dr S | 0833 | BB09 | 1755 |
| 2015000212 | 08/22/15 | Offense | Burglary/vehic | 1800 Gulf Dr S | | BB08 | 325 |
| 2015000242 | 09/30/15 | Offense | Burglary/vehic | 1700 Gulf Dr S | 0833 | BB06 | 277 |
| 2015000264 | 10/27/15 | Offense | Burglary/vehic | 1900 Gulf Dr S | | BB07 | 122 |
| 2015000299 | 12/17/15 | Offense | Burglary/vehic | 2000 Gulf Dr S | | BB08 | 325 |
| 2015000117 | 05/24/15 | Offense | Criminal Misch | 1600 Gulf Dr S | 2109 | BB06 | 277 |
| 2015000062 | 03/30/15 | Offense | Disorderly Con | 1800 Gulf Dr S | 2109 | BB05 | 059 |
| 2015000071 | 04/13/15 | Offense | Drug Arrest | 1800 Gulf Dr S | | BB08 | 122 |
| 2015000028 | 02/13/15 | Incident | Found Property | 2000 Coquina Beach | | BB07 | 122 |
| 2015000120 | 05/25/15 | Incident | Information | 1900 Gulf Dr S | | BB28 | 4157 |
| 1825 | 04/20/15 | Call For Se | Lost/stolen Pr | 2650 Gulf Dr S | | BB10 | 1949 |
| 1848 | 12/31/15 | Call For Se | Lost/stolen Pr | 1600 Gulf Dr S | | BB08 | 325 |
| 2015000227 | 09/07/15 | Incident | Lost/stolen Pr | 1800 Gulf Dr S | 2109 | BB05 | 059 |
| 1823 | 04/29/15 | Call For Se | Property Damag | 2650 Gulf Dr S | | BB10 | 1949 |
| 1839 | 08/26/15 | Call For Se | Trespass Warni | 1400 Gulf Dr S | 0833 | BB04 | 220 |
| 2015000018 | 01/26/15 | Incident | Trespass Warni | 2650 Gulf Dr S | 2104 | BB07 | 122 |
| 2015000224 | 09/03/15 | Incident | Trespass Warni | 2650 Gulf Dr S | | BB09 | 1755 |
| 2015000260 | 10/20/15 | Incident | Trespass Warni | 2650 Gulf Dr S | | BB07 | 122 |
| 1824 | 04/25/15 | Call For Se | Trespassing | 1900 Gulf Dr S | | BB28 | 4157 |
| 2015000137 | 06/07/15 | Offense | Trespassing | 2650 Gulf Dr S | 0833 | Bb09 | 1755 |
| 2015000177 | 07/12/15 | Offense | Warrant Arrest | 2650 Gulf Dr S | | BB10 | 1949 |

Total Incidents Matching Search Criteria: 24

Total Reports Matching Search Criteria: 24

ATTACHMENT "C"

to Interlocal Agreement Incident Log Report

BRADENTON BEACH INCIDENT REPORT LOG

JUNE 2017

| OFFICER NAME | | DATE: | TIME: | INCIDENT TYPE | LOCATION: | COMMENTS: |
|--------------|-------|----------|-------|-------------------|-------------------|-----------------------------|
| Last | First | | | | | |
| JOSLIN | ROY | 06/01/17 | 1058 | TRAFFIC STOP | 1800 COQUINA PARK | VERBAL WARNING ISSUED |
| TSAKIRI | JOHN | 06/01/17 | 1232 | ANIMAL VIOLATION | 1900 COQUINA PARK | DOG ON PATH - REMOVED |
| MASI | STEVE | 06/01/17 | 0039 | CLEARED PARKS | CORTEZ & COQUINA | OFFICER ADJUSTED |
| COSBY | JOHN | 06/02/17 | 1055 | HIT & RUN CRASH | 2650 COQUINA PARK | UNFOUNDED |
| JOSLIN | ROY | 06/02/17 | 1405 | FOUND PROPERTY | 2100 COQUINA PARK | WALLET -- RETURNED TO OWNE |
| TSAKIRI | JOHN | 06/02/17 | 0012 | CLEARED PARK | COQUINA PARK | OFFICER ADJUSTED |
| HILL | ERIC | 06/03/17 | 1430 | PATROL PARKS | COQUINA & CORTEZ | ALL OK |
| HURT | ALEX | 06/03/17 | 1600 | CITIZEN ASSIST | COQUINA PARK | MAN LEFT IN PARK W/O RIDE |
| BETTS | JOSH | 06/04/17 | 0820 | SUSPICIOUS PERS | 1900 COQUINA PARK | SUBJECT IN HAMMOCK |
| BETTS | JOSH | 06/04/17 | 1555 | ASSIST OFFICER | 1300 CORTEZ BEACH | MARINE RESCUE SWIM ASSIST |
| TSAKIRI | JOHN | 06/04/17 | 0131 | CLEARED PARK | COQUINA PARK | ALL CLEAR & SECURE |
| FERRARA | TOM | 06/04/17 | 1217 | PARKING VIOLATION | 1100 CORTEZ BEACH | RV - VERBAL WARNING ISSUED |
| FERRARA | TOM | 06/04/17 | 1556 | ASSIST LIFEGUARD | 1200 CORTEZ BEACH | NEAR DROWNING ASSIST |
| FERRARA | TOM | 06/04/17 | 1648 | ABANDONED 911 | 2000 COQUINA PARK | NOTHING LOCATED -- ALL OK |
| FERRARA | TOM | 06/04/17 | 1911 | ASSIST MOTORIST | 1600 COQUINA PARK | MOTORIST ASSISTED |
| HILL | ERIC | 06/04/17 | 1746 | ABANDONED 911 | 1400 COQUINA PARK | ON THE BEACH - UNFOUNDED |
| HILL | ERIC | 06/05/17 | 0115 | CLEARED PARKS | CORTEZ & COQUINA | ALL CLEAR & SECURE |
| HILL | ERIC | 06/06/17 | 1132 | PARKING VIOLATION | 800 CORTEZ BEACH | SEMI -- OFFICER ADJUSTED |
| HILL | ERIC | 06/06/17 | 1138 | ASSIST PUBLIC | COQUINA PARK AREA | MAN CONTESTING TICKET |
| MASI | STEVE | 06/06/17 | 2228 | ABANDONED 911 | 800 CORTEZ BEACH | ON BEACH//IN GULF-UNFOUNDED |
| MASI | STEVE | 06/06/17 | 0016 | CLEARED PARKS | CORTEZ & COQUINA | OFFICER ADJUSTED |
| MASI | STEVE | 06/06/17 | 0211 | SUSPICIOUS CAR | 700 CORTEZ BEACH | UNATTENDED RUNNING CAR |
| MASI | STEVE | 06/07/17 | 0038 | CLEARED PARKS | CORTEZ & COQUINA | ONE PARKING TICKET ISSUED |
| MASI | STEVE | 06/07/17 | 0344 | BEACH PATROL | COQUINA & CORTEZ | OFFICER ADJUSTED |
| JOSLIN | ROY | 06/08/17 | 1357 | PARKING VIOLATION | 600 CORTEZ BEACH | RV - WARNED & RELOCATED |
| TSAKIRI | JOHN | 06/08/17 | 0021 | CLEARED PARK | COQUINA PARK | ALL CLEAR & SECURE |
| TSAKIRI | JOHN | 06/08/17 | 0135 | ASSIST OFFICER | 600 CORTEZ BEACH | JUVENILES - PARENTS CALLED |
| MASI | STEVE | 06/08/17 | 0042 | CLEARED PARKS | CORTEZ & COQUINA | OFFICER ADJUSTED |
| MASI | STEVE | 06/08/17 | 0139 | SUSPICIOUS CIRCUM | 900 CORTEZ BEACH | JUVENILES SMOKING CANNABIS |
| MASI | STEVE | 06/08/17 | 0242 | PARKING VIOLATION | 600 CORTEZ BEACH | ONE PARKING TICKET ISSUED |
| HURT | ALEX | 06/09/17 | 0840 | SUSPICIOUS CIRCUM | 1800 COQUINA PARK | MAN WITH LARGE KNIFE |
| HURT | ALEX | 06/09/17 | 1036 | SUSPICIOUS CAR | 500 CORTEZ BEACH | MOTORCYCLE - DRIVER FLED |
| TSAKIRI | JOHN | 06/09/17 | 2149 | BATTERY X2 | 2490 COQUINA PARK | CAPIAS REQUEST/CASE #17-161 |
| TSAKIRI | JOHN | 06/09/17 | 0310 | PATROL PARK | COQUINA PARK | PATROL CONSTRUCTION AREA |
| TSAKIRI | JOHN | 06/09/17 | 0527 | PATROL PARK | COQUINA PARK | NORTH BOAT AREA-ALL SECURE |
| FERRARA | TOM | 06/09/17 | 2149 | ASSIST OFFICER | 2000 COQUINA PARK | ASSIST ON BATTERY X2 CASE |
| TSAKIRI | JOHN | 06/10/17 | 0036 | PATROL PARK | COQUINA PARK | OFFICER ADJUSTED |
| SAKIRI | JOHN | 06/10/17 | 0300 | PATROL PARK | COQUINA PARK | CONSTRUCTION & PARK AREAS |

INTERLOCAL AGREEMENT
regarding
LAW ENFORCEMENT SERVICES FOR
MANATEE PUBLIC BEACH

MANATEE COUNTY, FLORIDA
CITY OF HOLMES BEACH, FLORIDA

Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the ^{13th} day of ^{February} 2018, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **City of Holmes Beach**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “City”.

RECITALS

WHEREAS, the City, an incorporated municipality within the County, has established a Police Department providing police services within the corporate limits of the City; and

WHEREAS, the County maintains and operates a beachfront park known as the Manatee Public Beach Park (hereinafter the “Park”) within the corporate limits of City; and

WHEREAS, the Park is a primary attraction for over two million tourists visiting the County each year, and the Park provides a recreation facility for all residents and visitors of the County; and

WHEREAS, the Board of County Commissioners has determined that the provision of additional law enforcement services at the Park will enhance the tranquility of the Park, reduce vandalism, preserve the County’s primary tourist attraction and otherwise provide a real and substantial benefit to the entire County; and

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to providing law enforcement services for the Park.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II
LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services. Commencing October 1, 2017, the City shall provide uniformed law enforcement officers (the “Officer” or “Officers”) to patrol the Park and the following conditions:

- A. The Officers shall enforce all Federal, State, County, and Municipal laws;
- B. The Officers shall remain employees of City and the performance of their duties shall be under the supervision and direction of the Chief of Police for the City; and
- C. The City shall be solely responsible for appearing, defending, and paying all costs, expenses and charges resulting from harm, injury or damage to persons or property as a result of the acts, errors or omissions of its Officers, employees or agents while acting in their official capacity and in connection with this Interlocal Agreement.

2.2 Reports of the City. The City shall provide the County with the following reports during the fiscal year:

Copies of the Uniform Crime Reporting, Arrests, and Miscellaneous report, (see Attachment “A”, sample report) as provided to the State, on a monthly basis. Reports shall be submitted electronically, via email address: Robert.smith@mymanatee.org with copies to joe.westerman@mymanatee.org and Cheryl.thompson@mymanatee.org.

2.3 County Funding of Services. Subject to the City performing each of its obligations under this Interlocal Agreement, commencing October 1, 2017 the County shall provide funding to the City in the amount of ten thousand dollars (\$10,000.00) to assist with the cost of providing police

law enforcement services to the Park in accordance with this Interlocal Agreement. Payment of such funds shall be made for each fiscal year on December 1.

2.4 Annual Appropriation. The County's obligation under Section 2.3 beyond fiscal year 2017/2018 shall be contingent upon the County Commission's annual budgeting and appropriation of legally available funds.

2.5 Indemnification, Legal Relationship and Third Parties.

- A. The City and County agree that each party will be liable for the negligent acts or omissions of its own employees only and will be responsible for worker's compensation coverage and claims only of its own employees.
- B. The parties are not partners, joint ventures or joint employers, and the employees of each party shall not be considered or treated as employees of the other for any purpose.
- C. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall 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 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 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.

Article III
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect in accordance with Section 5.10.

3.2 Termination. Unless terminated for cause in accordance with applicable law, or renewed pursuant to Section 3.3, this Interlocal Agreement shall terminate on September 30, 2018.

3.3 Renewal. Subject to the approval by the County’s Board of County Commissioners and the City’s City Commission~~neil~~, the City and the County may renew this Interlocal Agreement for an additional one-year on an annual basis.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Commission~~neil~~, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.5 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.6 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.7 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.8 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County (the "Clerk").

5.9 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
 Manatee County Administration Center

1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Colonnese, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082
And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: City of Holmes Beach
5801 Marina Drive
Holmes Beach, FL 34217
Attention: Mayor
Facsimile: (941) 708-5800

With copy to: City of Holmes Beach
5801 Marina Drive
Holmes Beach, FL 34217
Attention: Chief of Police
Facsimile: (941) 708-5800

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

5.10 **Effective Date.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be effective upon the filing of a fully executed copy of this Agreement with the Clerk pursuant to Section 5.8.

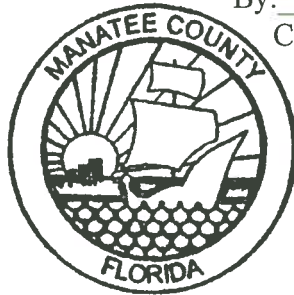
[signature page to follow]

WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: *David L. ...*
Chairperson 2/13/18



ATTEST: Angelina Coloneso,
Clerk of the Circuit Court

By: *Robin Roth, DC*
Deputy Clerk

**CITY OF HOLMES BEACH,
FLORIDA**

By: *Robert J. ...*
Mayor

Attest: *Stacy Johnston*
City Clerk



INTERLOCAL AGREEMENT
regarding
LAW ENFORCEMENT SERVICES FOR
BAYFRONT PARK

MANATEE COUNTY, FLORIDA
CITY OF ANNA MARIA, FLORIDA

Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 13th day of February, 2018, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **City of Anna Maria**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “City”.

RECITALS

WHEREAS, the City, an incorporated municipality within the County, has contracted with the Manatee County Sheriff’s Office providing law enforcement services within the corporate limits of the City; and

WHEREAS, the County maintains and operates a beachfront park known as Bayfront Park (hereinafter the “Park”) within the corporate limits of City; and

WHEREAS, the Park is a primary attraction for over two million tourists visiting the County each year, and the Park provides a recreation facility for all residents and visitors of the County; and

WHEREAS, the Board of County Commissioners has determined that the provision of additional law enforcement services at the Park will enhance the tranquility of the Park, reduce vandalism, preserve the County’s primary tourist attraction and otherwise provide a real and substantial benefit to the entire County; and

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to providing law enforcement services for the Park.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

***Article I
AUTHORITY***

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

***Article II
LAW ENFORCEMENT SERVICES***

2.1 Law Enforcement Services. Commencing October 1, 2017, the City shall contract with Manatee County Sheriff’s Office to provide uniformed law enforcement officers (the “Officer” or “Officers”) to patrol the Park and the following conditions:

- A. The City covenants and represents to the County that it is providing sworn officers from Manatee County Sheriff’s Office to patrol Bayfront Park and shall enforce all federal, state, County and municipal laws.

2.2 Reports of the City. The City shall provide the County with the following reports during the fiscal year:

Copies of Incident Reports from the Manatee County Sheriff’s Office, as provided to the City on a bi-weekly basis. Reports shall be submitted electronically, via email address: Robert.smith@mymanatee.org with copies to joe.westerman@mymanatee.org and Cheryl.thompson@mymanatee.org.

2.3 County Funding of Services. Subject to the City performing each of its obligations under this Interlocal Agreement, commencing October 1, 2017 the County shall provide funding to the City in the amount of five thousand two hundred eighty dollars (\$5,280.00) to assist with the cost of providing police law enforcement services to the Park in accordance with this Interlocal Agreement. Payment of such funds shall be made for each fiscal year on December 1.

2.4 Annual Appropriation. The County’s obligation under Section 2.3 beyond fiscal year 2017/2018 shall be contingent upon the County Commission’s annual budgeting and appropriation of legally available funds.

2.5 Indemnification, Legal Relationship and Third Parties.

- A. The City and County agree that each party will be liable for the negligent acts or omissions of its own employees only and will be responsible for worker's compensation coverage and claims only of its own employees.
- B. The parties are not partners, joint ventures or joint employers, and the employees of each party shall not be considered or treated as employees of the other for any purpose.
- C. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall 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 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 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.

Article III
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect in accordance with Section 5.10.

3.2 Termination. Unless terminated for cause in accordance with applicable law, or renewed pursuant to Section 3.3, this Interlocal Agreement shall terminate on September 30, 2018.

3.3 Renewal. Subject to the approval by the County's Board of County Commissioners and the City's City Council, the City and the County may renew this Interlocal Agreement for an additional one-year on an annual basis.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Council, and only if properly executed by all the parties hereto.

4.2. Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.5 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.6 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.7 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.8 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County (the "Clerk").

5.9 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
 Manatee County Administration Center
 1112 Manatee Avenue, Suite 920
 Bradenton, Florida 34205
 Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Colonnese, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: City of Anna Maria
P.O. Box 779
Anna Maria, FL 34217
Attention: Mayor
Facsimile: (941) 708-6130

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

5.10 Effective Date. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be effective upon the filing of a fully executed copy of this Agreement with the Clerk pursuant to Section 5.8.

[signature page to follow]

WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Bruce W.*
Chairperson 2/13/18



ATTEST: Angelina Colonnese,
Clerk of the Circuit Court

By: *Robin Roth, DC*
Deputy Clerk

CITY OF ANNA MARIA, FLORIDA

By: *Don Murphy*
Mayor

February 13, 2018 - Regular Meeting
Agenda Item #43

Approved in Open Session 2/13/18,
Manatee County
Board of County Commissioners

Subject

Interlocal Agreements between Manatee County and the Cities of Bradenton Beach, Holmes Beach, and Anna Maria Island for Law Enforcement Services

Briefings

None

Contact and/or Presenter Information

Robert L. Smith, Public Safety Director
Ext. 3511

Action Requested

Authorization to execute Interlocal Agreements between Manatee County and the Cities of Bradenton Beach, Holmes Beach, and Anna Maria Island.

Enabling/Regulating Authority

F.S.S. Chapter 125-County Government

Background Discussion

- Contracted law enforcement has demonstrated to be an effective deterrent to criminal activity.
- Interlocal agreements will provide funding for FY18 to provide enhanced law enforcement for Manatee Public Beach, Coquina Beach, Leffis Key, Cortez Beach, and Bayside Park.
- City of Bradenton Beach has requested an annual amount totaling \$94,236. This amount reflects no change from FY17.
- City of Holmes Beach has requested an annual amount totaling \$10,000. This amount reflects no change from FY17.
- City of Anna Maria Island has requested an annual amount totaling \$5,280. This amount reflects no change from FY17.
- Future funding is contingent upon the County Commission's annual budgeting and appropriation of funds.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Reviewed by Assistant County Attorney William Clague - November 2017. Email correspondence attached.

Reviewing Attorney

Clague

Instructions to Board Records

Please return two copies of each of the executed agreements to Cheryl Thompson, Public Safety Center

Cost and Funds Source Account Number and Name

\$109,516 Public Safety Security 001.0006902

Distributed 2/15/18, RT

Amount and Frequency of Recurring Costs

\$0

Attachment: [Bradenton Beach.pdf](#)

Attachment: [Holmes Beach.pdf](#)

Attachment: [Anna Maria.pdf](#)

Attachment: [Email correspondance.pdf](#)

Cheryl Thompson

From: Cheryl Thompson
Sent: Wednesday, November 29, 2017 4:29 PM
To: William Clague
Subject: RE: Interlocal Agreements for Beach Security

Thank you sir!

Cheryl L. Thompson

Fiscal Analyst
Insurance Coordinator
Manatee County Public Safety
Phone (941)749-3500 x 1671
Fax (941)749-3509
cheryl.thompson@mymanatee.org

From: William Clague
Sent: Wednesday, November 29, 2017 4:28 PM
To: Cheryl Thompson
Subject: RE: Interlocal Agreements for Beach Security

Cheryl:

Looks fine to proceed.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org

From: Cheryl Thompson
Sent: Wednesday, November 22, 2017 10:06 AM
To: William Clague <william.clague@mymanatee.org>
Subject: FW: Interlocal Agreements for Beach Security

Good morning sir,

I wanted to follow up on the beach agreements to see if I had your approval to proceed. Thank you and Happy Thanksgiving.

Cheryl L. Thompson

Fiscal Analyst
Insurance Coordinator
Manatee County Public Safety

Phone (941)749-3500 x 1671
Fax (941)749-3509
cheryl.thompson@mymanatee.org

From: Cheryl Thompson
Sent: Thursday, October 26, 2017 2:03 PM
To: William Clague
Cc: Renee Isrel
Subject: FW: Interlocal Agreements for Beach Security

Good afternoon sir,

Attached you will find the updated draft agreement for your review. Please let me know if you have any questions and/or concerns.

Thank you,

Cheryl L. Thompson
Fiscal Analyst
Insurance Coordinator
Manatee County Public Safety
Phone (941)749-3500 x 1671
Fax (941)749-3509
cheryl.thompson@mymanatee.org

From: William Clague
Sent: Friday, September 15, 2017 9:02 AM
To: Renee Isrel
Cc: Mitchell Palmer; Alex Nicodemi; Dan Schlandt; Juliet Shepard; Cheryl Thompson; Robert Smith
Subject: RE: Interlocal Agreements for Beach Security

Renee:

We do need to require reports from all of the parties receiving County funds. The County is advancing funds under these agreements, something that can be done only in limited circumstances. The case law says we need to have some mechanism to verify that the funds are used for the purpose for which we are advancing them. Without some documentation of that (i.e. the reports), we could get flagged in an audit.

As far as the Anna Maria agreement, it strikes me as a bit odd that we are advancing money to the City, so that the City can turn around and give it to the Sheriff. Why not just directly add the money to the Sheriff's budget? If we are going to continue with this practice, all of Section 2.1 needs revision (not just subsection B) to reflect that the City will not be providing law enforcement services, but merely paying the Sheriff to do it. Please rewrite it in your own words to reflect the business terms, send it to me, and I will wordsmith it into "legalese" for you.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org

From: Renee Isrel
Sent: Wednesday, September 13, 2017 4:40 PM
To: William Clague
Cc: Mitchell Palmer; Alex Nicodemi; Dan Schlandt; Juliet Shepard; Cheryl Thompson; Robert Smith
Subject: Re: Interlocal Agreements for Beach Security

Bill,

Anna Maria does not have their own police department. They contract with MSO for security in the County Parks. We pay them them \$5k+ to help cover the costs. That's why we took out the section regarding City employees. If it's required we will add it back in but should it be worded differently?

We have never required reports from Holmes Beach or Anna Maria in the past since we only provide them a stipend to offset security costs. If we must require reports then we will add the section back to the agreements.

Requesting reports for MSO security to Anna Maria Island will need some discussion before we can add it to the agreement. Holmes Beach should not be an issue.

Thank you.

Renée Isrel
Public Safety Department
Chief Administrative Officer
renee.isrel@mymanatee.org
941.749.3500 Ext 1649
941.749.3509 Fax

On Sep 13, 2017, at 4:07 PM, William Clague <william.clague@mymanatee.org> wrote:

Renee:

I have had a chance to look over these agreements and have the following comments:

1. Bradenton Beach: This ILA follows the form previously crafted by this office, such that I have no objections to it from a legal standpoint;
2. Holmes Beach: This ILA generally follows the previous form. You have, however, deleted Section 2.2 requiring periodic reports of services rendered. The case law governing the use of public funds requires this section to be included in the ILA, such that I cannot sign off on it; and
3. Anna Maria: Like the Holmes Beach ILA, this one also omits the legally required section regarding reports. Also, you have removed Section 2.3.B. regarding the status of officers as city employees, which is important for purposes of limiting the County's liabilities. Once again, I cannot sign off on the ILA with these changes.

In the future, please provide redlining or otherwise let me know when you are making substantive changes to a CAO form so that I do not have to catch the changes myself.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750

fx. 941-749-3089
william.clague@mymanatee.org

From: Renee Isrel
Sent: Wednesday, August 30, 2017 12:32 PM
To: William Clague
Cc: Mitchell Palmer; Alex Nicodemi; Dan Schlandt; Juliet Shepard; Cheryl Thompson
Subject: RE: Interlocal Agreements for Beach Security

Mr. Clague,

Attached are the three interlocal agreements with the 'Island Cities' in the format you provided. We would appreciate your final review of the agreements.

Thank you,

Renee Isrel

Public Safety Department
Chief Administrative Officer
renee.isrel@mymanatee.org
941.749.3500 Ext 1649
941.749.3509 Fax

From: William Clague
Sent: Monday, August 21, 2017 1:19 PM
To: Cheryl Thompson
Cc: Mitchell Palmer; Alex Nicodemi; Dan Schlandt; Juliet Shepard
Subject: Interlocal Agreements for Beach Security

Cheryl:

Pursuant to the above Request for Legal Services you have asked this office to review three interlocal agreements with the "Island Cities" to fund law enforcement for beach security at the County's public beach parks. I provide the following advice in response.

1. The interlocal agreements provided under the RLS reflect a form reviewed by this office in 2015, by Robert Eschenfelder. Please note, however, that I reviewed the Holmes Beach interlocal agreement in 2016, pursuant to RLS-2016-0781. Under that RLS, I made substantial revisions to the form of interlocal agreement to bring it into compliance with the practices of this office. Attached is a redlined versions of that agreement, reflecting the suggested changes I provided in my 2016 RLS response.
2. Please utilize the attached form, rather than the prior form of agreement reviewed by this office in 2015. If you would like me to review the agreements after they have been put into the proper form, please submit them to me by email (no additional RLS needed).

Subject to compliance with the advice set forth above, I have no objection from a legal standpoint to the interlocal agreements being considered by the Board.

There were no specific legal issues raised in the RLS. Therefore, I have limited my review to identifying legal issues that could give rise to claim or case against the County. I express no opinion as to the business judgment of entering into the interlocal agreements.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org