
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 17th day of January, 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, 2018, 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, 2018 through December 31, 2018 and shall be submitted to the County by February 1, 2019. The second report shall cover the period from January 1, 2019 through June 30, 2019 and shall be submitted to the County by August 1, 2019. Reports shall be submitted

to the Public Safety Department, P.O. Box 1000, Bradenton, Florida 34206, 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, 2018 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 2018/2019 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, 2019.

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.

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	Officer ID: ANY
From report#: ANY		To report#: ANY	
Incident Type: ANY		Report Type: ANY	
Unit ID: ANY	Common: Coquina	Zone: ANY	Map Co-ords: ANY
From Street#: ANY	To Street#: ANY	Street Name: ANY	
X-St-1: ANY		X-St-2: ANY	
Report Completed: ANY		UCR Checked: 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	1800 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	01/28/15	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

**EXHIBIT C
SAMPLE REPORT**

BRADENTON BEACH INCIDENT REPORT LOG

OFFICER NAME		DATE	TIME	INCIDENT TYPE	Cortez Bch, Coquina Bch, Coquina Bayside	COMMENTS
Doe	John	12/01/14	1630	Theft	Coquina Beach	Purse stolen from vehicle
Smith	Jane	12/02/14	0900	ATV Patrol	Coquina Park	Beach parking area
Night	Jack	12/02/14	1115	Parking Violation	Cortez Beach	Ticket issued
Day	Jason	12/03/14	1005	Dog on Beach	Coquina Beach	No Report
Doe	John	12/04/14	1230	Information	Coquina Bayside	Boat too close to swim area

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 1st day of April 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, 2018, 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, 2018 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 2018/2019 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, 2019.

3.3 Renewal. Subject to the approval by the County's Board of County Commissioners and the City's City Commission, 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, 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: Donella Ince
Chairperson 11/27/18

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court

By: Robin Roth, DC
Deputy Clerk

**CITY OF HOLMES BEACH,
FLORIDA**

By: [Signature]
Mayor

ATTEST: Stacey Johnston,

By: [Signature]
City Clerk

Attachment A



Holmes Beach Police



Uniform Crime Reporting

	Sept 2017	Sept 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	June 2017	July 2017	Aug 2017
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	1	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	1	0	0	0	0	0	3	0	1	0	1
Burglary Residence	1	2	1	3	1	0	0	0	0	0	1	0	3
Burglary Non-Residence	0	0	1	1	0	0	0	0	0	0	0	0	0
Larceny	0	7	2	4	1	5	3	7	4	1	0	2	4
Motor Vehicle Theft	1	0	0	0	0	0	0	0	0	0	1	0	1
Total	2	9	5	8	2	5	3	7	7	2	3	2	9

	YTD 2017	EOY 2016	EOY 2015	EOY 2014	EOY 2013*	EOY 2012*	EOY 2011*	EOY 2010*
Homicide	0	0	0	0	0	0	0	0
Rape	1	1	1	0	2	0	0	0
Robbery	0	0	0	0	0	1	2	2
Aggravated Assault	5	4	3	6	3	8	1	3
Burglary Residence	5	18	22	31	13	47	17	53
Burglary Non-Residence	0	2	4	1	0	0	0	0
Larceny	26	68	64	108	92	95	63	95
Motor Vehicle Theft	3	2	2	0	6	1	0	1
TOTAL YTD	40	95	96	146	116	152	83	154

January
April
May
June

1 Burglary reclassified to Larceny
Correction of addition, reduced larcenies to 4 from 7
Correction of addition, 1 Rape added
Correction of addition, reduced burglaries to 1 from 3

* For these years, ALL burglaries are together in one count. 2014 and on will be seperated by Residential and Business

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 ~~17th~~ day of ~~January~~, 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, 2018, 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, 2018 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 2018/2019 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, 2019.

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

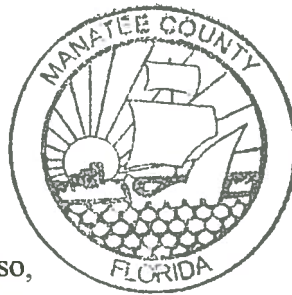
If to City: City of Anna Maria
P.O. Box 779
Anna Maria, FL 34217
Attention: Mayor
Facsimile: (941) 708-6130

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: *Priscilla Inoué*
Chairperson *11/27/2018*

ATTEST: Angelina Coloneso,
Clerk of the Circuit Court

By: *Adrian Roth, Jr.*
Deputy Clerk

CITY OF ANNA MARIA, FLORIDA

By: *[Signature]*
Mayor

INTERLOCAL AGREEMENT
regarding
LAW ENFORCEMENT SERVICES FOR
GREER ISLAND

MANATEE COUNTY, FLORIDA
TOWN OF LONGBOAT KEY, FLORIDA

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 27th day of August, 2018, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **Town of Longboat Key**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “Town”.

RECITALS

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

WHEREAS, the County possess a beachfront park known as Greer Island (hereinafter the “Island”) within the corporate limits of the Town; and

WHEREAS, the Island is an area attraction for tourists visiting the County each year, and the Island provides a recreational area 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 Island will enhance the tranquility of the Island, reduce vandalism, preserve the County’s 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 Town 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 Town wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to providing law enforcement services for the Island.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained

herein, the County and the Town 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 16, 2018, the Town shall provide uniformed law enforcement officers (the “Officer” or “Officers”), for a period of twelve (12) months, to patrol the Island in accordance with the following conditions:

- A. The Officers shall enforce all applicable Federal, State, County, and Municipal laws;
- B. The Officers shall remain employees of Town and the performance of their duties shall be under the supervision and direction of the Chief of Police for the Town; and
- C. Without waiving its sovereign immunity and to the extent permitted by applicable law, the Town shall be the responsible entity 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 Report of the Town. The Town shall provide the County with the following report during the fiscal year:

- A. Monthly Incident Log reports, created on a Microsoft Excel spreadsheet with sorting capabilities (see Attachment “A”, sample report) detailing all arrests, citations, tickets issued, location, date, time and Officer hours spent in patrolling the Island. 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: Cheryl.thompson@mymanatee.org with copies to joe.westerman@mymanatee.org and Robert.smith@mymanatee.org

2.3 County Funding of Services. Subject to the Town performing each of its obligations under this Interlocal Agreement, commencing October 16, 2018 the County shall provide funding to

the Town in the amount of five thousand dollars (\$5,000) per month to assist with the cost of providing police law enforcement services to the Island in accordance with this Interlocal Agreement.

2.4 Annual Appropriation. The County's obligation under Section 2.3 beyond fiscal year 2018/2019 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 Town 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 October 15, 2019.

3.3 Renewal. Subject to the approval by the County’s Board of County Commissioners and the Town’s Town Commission, the Town 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 Town by the Town Commission, 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 Town 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 Town 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 Town, 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 Town: Town of Longboat Key
Longboat Key Town Hall
501 Bay Isles Road
Longboat Key, FL 34228
Attention: Town Manager
Facsimile: (941) 316-1656

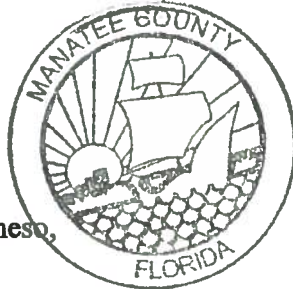
With copy to: Town of Longboat Key
Longboat Key Town Hall
501 Bay Isles Road
Longboat Key, FL 34228
Attention: Chief of Police
Facsimile: (941) 316-1656

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 Town have executed this Interlocal Agreement as of the date and year first above written.



MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: Phillip Mac
Chairperson 11/27/2018

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court

By: Robin Peth DC
Deputy Clerk

**TOWN OF LONGBOAT KEY,
FLORIDA**

By: Thomas A. Harmer
Thomas A. Harmer, Town Manager

Attest:

Trish Shinkle
Trish Shinkle, Town Clerk

Approved as to form:

Roy [Signature]
Town Attorney



ATTACHMENT "A"
to
Interlocal Agreement
Sample Report

LONGBOAT KEY INCIDENT REPORT LOG FOR GREER ISLAND

Date: May 16th through June 15th 2018

OFFICER NAME		DATE	TIME	INCIDENT TYPE	Location (if applicable)	COMMENTS
Last	First					
Nazareno	Dexter	05/16/18		directed patrol	Greer Island	no violations
Houchins	Jeff	05/17/18		directed patrol	Greer Island	1 parking ticket, 1 parking warning
Bidwell	Dan	05/18/18		directed patrol	Greer Island	4 parking tickets
Houchins	Jeff	05/19/18		directed patrol	Greer Island	3 parking warnings
Houchins	Jeff	05/20/18		directed patrol	Greer Island	no violations
Nazareno	Dexter	05/21/18		directed patrol	Greer Island	no violations
Bergeron	Ray	05/22/18		directed patrol	Greer Island	felony poss. marijuana, 1 parking citation,
Ascencio	Joel	05/23/18		directed patrol	Greer Island	no violations
Cooper	Dave	05/24/18		directed patrol	Greer Island	no violations
Nazareno	Dexter	05/25/18		directed patrol	Greer Island	no violations
Reno	Nick	05/26/18		directed patrol	Greer Island	2 parking tickets
Nazareno	Dexter	05/27/18		directed patrol	Greer Island	noise disturbance from baot, verbal warning
Bidwell	Dan	05/28/18		directed patrol	Greer Island	assist FWC Battery Inv., 3 parking tickets 1 parking ticket, Ord. Violation after hours
Ascencio	Joel	05/29/18		directed patrol	Greer Island	NTA adult
Houchins	Jeff	05/30/18		directed patrol	Greer Island	no violations
Nagell	Shawn	05/31/18		directed patrol	Greer Island	1 paking ticket
Ascencio	Joel	06/01/18		directed patrol	Greer Island	3 parking tickets, suspicious vehicle Inv.

This report reflects proactive enforcement and patrols in, and around the Mantaee County Park known as Greer Island during the dates indicated. The officers are not dispatched to most incidents. The activity or violation is generally observed and resolved accordingly without a specific time stamp. The time documentation on this report is measured in total patrol hours, whether on foot, ATV, or cruiser.

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - November 27, 2018

November 27, 2018 - Regular Meeting
Agenda Item #56

Approved in Open Session 11/27/18
Manatee County
Board of County Commissioners

Subject

Interlocal Agreements between Manatee County and the Cities of Bradenton Beach, Holmes Beach, and Anna Maria, and the Town of Longboat Key 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, and the Town of Longboat Key.

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 FY19 to provide enhanced law enforcement for Manatee Public Beach, Coquina Beach, Leffis Key, Cortez Beach, Bayside Park, and Greer Island.
- City of Bradenton Beach has requested an annual amount totaling \$94,236. This amount reflects no change from FY18.
- City of Holmes Beach has requested an annual amount totaling \$10,000. This amount reflects no change from FY18.
- City of Anna Maria has requested an annual amount totaling \$5,280. This amount reflects no change from FY18.
- Town of Longboat Key has requested an annual amount totaling \$60,000. This amount is increased by \$30,000 from FY18 and extended from 6 months to 12 months.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Reviewed by Assistant County Attorney William Clague - November 2017.

Reviewing Attorney

Clague

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - November 27, 2018

Instructions to Board Records

Please return two certified copies of each agreement to Cheryl Thompson, Public Safety center.

Email copies to cheryl.thompson@mymanatee.org, joe.westerman@mymanatee.org, and robert.smith@mymanatee.org. Distributed 11/29/18, RT; sent by courier mail, 1 orig. of each agmt & 1 certified copy of each agmt.

Cost and Funds Source Account Number and Name

\$169,516 Public Safety Security 001.0006902

Amount and Frequency of Recurring Costs

\$0

Attachment: [Anna Maria.pdf](#)

Attachment: [Bradenton Beach.pdf](#)

Attachment: [Holmes Beach.pdf](#)

Attachment: [Longboat Key.pdf](#)