Inst. Number: 202641123933 Page 1 of 8 Date: 10/27/2026 Time: 11:45 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

Docusign Envelope ID: D64D5D66-3093-86D6-821C-37AD3FD251BD

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 20th day of October, 2026, 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 crime, 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:

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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, 2025, 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: danielle.salyer@mymanatee.org with copies to chet.brown@mymanatee.org and cheryl.thompson@mymanatee.org

2.3 County Funding of Services. Subject to the Town performing each of its obligations under this Interlocal Agreement, commencing October 1, 2025 the County shall provide funding to the Town in the amount of seven thousand eighty three dollars and thirty three cents ($7,083.33) per

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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 2025/2026 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, defend 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, 2026.

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.

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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.

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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 Colonneso, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

Docusign Envelope ID: D64D5D66-3093-86D8-821C-37AD3FD261BD

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]

Docusign Envelope ID: D64D5D66-3093-86D8-821C-37AD3FD251BD

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: _____
Chairperson 10/21/26

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court

By: _____
Deputy Clerk

TOWN OF LONGBOAT KEY, FLORIDA

DocuSigned by:
By: Howard Tipton
Town Manager

Attest:
Signed by:
Stephanie Garcia
Town Clerk

Signed by

Approved as to form:
Signed by:
R. David Jackson Jr. for
Town Attorney

Docusign Envelope ID: D64D5D68-3093-86D8-821C-37AD3FD251BD

Inst. Number: 202641123933 Page 8 of 8 Date: 10/27/2026 Time: 11:45 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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 disurbance from boat, verbal warning
Bidwell	Dan	05/28/18		directed patrol	Greer Island	assist FWC Battery Inv., 3 parking tickets
Ascencio	Joel	05/29/18		directed patrol	Greer Island	1 parking ticket, Ord. Violation after hours 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.

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 20th day of October, 2026, 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 the 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 crime, 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, 2025, the City shall contract with Manatee County Sheriff's Office to provide uniformed law enforcement officers (the "Officer" or "Officers") to patrol the Park in accordance 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 monthly basis. Reports shall be submitted electronically, via email address: danielle.salyer@mymanatee.org with copies to chet.brown@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, 2025 the County shall provide funding to the City in the amount of ten thousand five hundred sixty dollars ($10,560.00) 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 2025/2026 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, defend 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, 2026.

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 Colonneso, 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: _____
Chairperson 10/20/26

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court

By: _____
Deputy Clerk

CITY OF ANNA MARIA, FLORIDA

By: _____
Mayor

Approved in Open Session 10/20/26
Manatee County
Board of County Commissioners

October 20, 2026 - Regular Meeting

Subject
Approve and Ratify Nunc Pro Tunc the FY25/26 Interlocal Agreements regarding Law Enforcement Services for Greer Island and Bayfront Park, Chet Brown, Beach Patrol & Aquatic Safety Chief - District 3

Category
CONSENT AGENDA

Briefings
None

Contact and/or Presenter Information
Chet Brown, Chief Beach Patrol & Aquatic Safety x7835

Action Requested
Approve and Ratify Nunc Pro Tunc the FY25/26 Interlocal Agreements Regarding Law Enforcement Services for Greer Island and Bayfront Park and any and all actions taken on behalf of the County in furtherance of same since October 1, 2025.

Enabling/Regulating Authority
Florida State Statutes 163.01, Florida Interlocal Cooperation Act

Applicable Advisory Board
N/A

Background Discussion
Manatee County has historically partnered with local municipalities to provide enhanced law enforcement services at County-owned beachfront parks. These services provide an additional law enforcement presence intended to enhance public safety, deter criminal activity, and support the safe use of heavily visited beach facilities.

The proposed Interlocal Agreements continue enhanced law enforcement services for FY 2025–2026 at:
- Bayfront Park – City of Anna Maria
- Greer Island – Town of Longboat Key

The agreements provide for law enforcement services beginning October 1, 2025, through September 30, 2026. Bayfront Park services are provided through the City of Anna Maria's arrangement with the Manatee County Sheriff's Office, while Greer Island services are provided by the Town of Longboat Key Police Department.

Funding for FY 2025–2026 is as follows:

- City of Anna Maria – $10,560 for law enforcement services at Bayfront Park.
- Town of Longboat Key – $7,083.33 per month, totaling $85,000 for law enforcement services at Greer Island.
- Funding levels remain unchanged from the prior fiscal year.

Because the agreements are being presented for Board consideration after the October 1, 2025, commencement of services, the requested action includes approval of the agreements and ratification nunc pro tunc of the County's performance and payments, if any, beginning October 1, 2025. Following execution, the agreements will be filed with the Clerk in accordance with Florida Statutes.

Attorney Review
Formal Written Review (Opinion memo must be attached) Waterman

Instructions to Board Records
Please return certified copies of each agreement to Alexandra.Squier@mymanatee.org
Distributed 10/21/26, RT

Cost and Funds Source Account Number and Name
$95,560.00 Public Safety Security 001.0006902

Amount and Frequency of Recurring Costs

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 ____ day of_____, 2026, 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 the 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 crime, 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:

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Article II
LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services. Commencing October 1, 2025, the City shall contract with Manatee County Sheriff's Office to provide uniformed law enforcement officers (the "Officer" or "Officers") to patrol the Park in accordance 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 monthly basis. Reports shall be submitted electronically, via email address: danielle.salyer@mymanatee.org with copies to chet.brown@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, 2025 the County shall provide funding to the City in the amount of ten thousand five hundred sixty dollars ($10,560.00) 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 2025/2026 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, defend 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, 2026.

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 Colonneso, 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:_____
Chairperson

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court

By: _____
Deputy Clerk

CITY OF ANNA MARIA, FLORIDA

By:_____
Mayor

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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 ____ day of _____, 2026, 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 crime, 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:

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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, 2025, 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: danielle.salyer@mymanatee.org with copies to chet.brown@mymanatee.org and cheryl.thompson@mymanatee.org

2.3 County Funding of Services. Subject to the Town performing each of its obligations under this Interlocal Agreement, commencing October 1, 2025 the County shall provide funding to the Town in the amount of seven thousand eighty three dollars and thirty three cents ($7,083.33) per

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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 2025/2026 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, defend 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, 2026.

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.

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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.

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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 Colonneso, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

Docusign Envelope ID: D64D5D66-3093-86D6-821C-37AD3FD251BD

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]

Docusign Envelope ID: D64D5D66-3093-86D6-821C-37AD3FD251BD

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:_____
Chairperson

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court

By: _____
Deputy Clerk

TOWN OF LONGBOAT KEY, FLORIDA

DocuSigned by:
By: Howard Tipton
AB64309...
Town Manager

Attest:
Signed by:
Stephanie Garcia
B6FD97B0...
Town Clerk

Signed by:

Approved as to form:
Signed by:
R. David Jackson Jr. for
5BF5BB4C...
Town Attorney

Docusign Envelope ID: D64D5D66-3093-86D6-821C-37AD3FD251BD

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 disurbance from baot, verbal warning
Bidwell	Dan	05/28/18		directed patrol	Greer Island	assist FWC Battery Inv., 3 parking tickets
Ascencio	Joel	05/29/18		directed patrol	Greer Island	1 parking ticket, Ord. Violation after hours 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.

OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY
Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY
Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY
Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS
Douglas E. Polk
Camilo A. Soto
Whittni M. Hodges
Deanne C. Fields
Katherine H. Welch
Rebecca E. Waterman
Jared M. Monahan
Kristina H. Snyderman

MEMORANDUM

DATE: August 31, 2026

TO: Alexandra Squier, Administrative Specialist, Public Safety Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 08/31/2026*

FROM: Rebecca E. Waterman, Assistant County Attorney *Approved by REW 08/31/2026*

RE: Law Enforcement Services ILA for Beachfront Parks; RLS No. 25/26-0474

Issue Presented:
In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review for legal sufficiency an Interlocal Agreement with the City of Anna Maria (City) for Law Enforcement Services for Bayfront Park (Bayfront Park ILA) and an Interlocal Agreement with the Town of Longboat Key (Town) for Law Enforcement Services for Greer Island (Greer Island ILA) (Bayfront Park ILA and Greer Island ILA collectively, "the ILAs").

Brief Answer:
Provided the legal concerns and issues identified herein and attached are addressed consistently with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for review and consideration.

*Florida Bar Board Certified in City, County and Local Government Law

Discussion:
Attached are annotated and redlined copies of the ILAs. The ILAs generally follow the same form that has been previously approved by the CAO. Staff has not identified any particular clauses or provisions that are believed to be questionable or legally concerning, and I have limited my review to identifying legal issues that could give rise to claim or case against the County.

I trust that the staff has reviewed and confirmed the accuracy of all factual statements and representations. I trust that Staff understands the timing and intricacies of these transactions, which present a myriad of business, operational, financial, and policy issues that are not without risk to the County. My review does not include an examination of the business terms, as I presuppose that staff has carefully examined those from a business standpoint, understands them, and is prepared to comply with all obligations and responsibilities from an operational standpoint. Although legally sufficient as drafted, I note that the ILAs do not contain many terms related to the services that the Town or City will be providing. Although the vagueness is a business term, it presents legal consequences, especially if the County desires a particular level of police presence at Bayfront Park or Greer Island.

Generally, the CAO does not recommend that the Board approve Interlocal Agreements after the fact due to Chapter 163, Florida Statutes, considerations. As an Interlocal Agreement is not effective until filed with the Clerk of Court (*see* Section 163.01(11), Florida Statutes), the CAO recommends that staff ensure that the ILAs are promptly filed with the Clerk. Staff is advised that it should properly manage and timely review expiration dates of County agreements, particularly to ensure proper expenditure of public funds and compliance with Chapter 163, Florida Statutes. To that end, the Agenda item requesting Board approval of the ILAs should also approve and ratify nunc pro tunc all of the County's performance and payments, if any. Here is sample language that staff may consider for the Action Requested: Approve and ratify nunc pro tunc the [insert full name of ILA] and any and all actions taken on behalf of the County [insert if applicable: including any and all payments made] in furtherance of same since [insert date (in this case, October 1, 2025)]. Please contact me if you have any questions regarding the importance of timely renewing Interlocal Agreements of this nature.

The CAO has not performed any analysis or consideration of budgeting, financial, or funding issues that may be implicated, as those are outside the scope of legal review and this RLS. Finally, the CAO expresses no opinion as to the business terms in the documents or as proposed by this transaction.

Conclusion:

Except as otherwise indicated, I have not reviewed or revised the ILAs for thoroughness, accuracy, typographical errors, or ADA accessibility. The CAO expresses no opinion as to the business terms in the ILAs or as proposed by this transaction. Provided the legal concerns and issues identified herein and attached are addressed consistently with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for review and consideration.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Attachments:

Bayfront Park ILA
Greer Island ILA

Copies with attachments to:

Stephanie Garrison, Interim Deputy County Administrator, County Administration
Jodie Fiske, Director, Public Safety Department
James Crutchfield, Deputy Director, Public Safety Department
Chet Brown, Chief, Beach Patrol and Water Safety, Public Safety Department

INTERLOCAL AGREEMENT
regarding
LAW ENFORCEMENT SERVICES FOR BAYFRONT PARK

MANATEE COUNTY, FLORIDA
CITY OF ANNA MARIA, FLORIDA

Interlocal Agreement ("Interlocal Agreement") is made and entered into 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". County and City are collectively hereinafter referred to as the "Parties".

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 the 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 County's 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 crime, 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

Commented [RW1]: The CAO recommends that page numbering at the bottom be in the form of Page X of Y.

Commented [RW2]: The CAO recommends striking this provision, as it is likely to be confusing considering the lateness of this agreement's approval.

Deleted: or "Agreement")

Deleted: as of the ____ day of_____, 2026,

Commented [RW3]: Staff to confirm the accuracy of all factual statements.

Commented [RW4]: So the City does not provide its own law enforcement services and contracts with MCSO to do so?

Commented [RW5]: Staff: Does the County own the Bayfront Park? If so, that should be included.

Commented [RW6]: The way these Recitals are drafted makes it seem like the Park expands into another county, too. If the Park lies entirely within the County, it might be clearer to say that the Park lies within the County.

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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; and

WHEREAS, it is in the best interest of the Parties to enter into this Interlocal Agreement in the manner set forth herein.

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, Florida Statutes and Section 163.01, Florida Statutes.

Article II
LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services. Commencing October 1, 2025, the City shall contract with Manatee County Sheriff's Office to provide uniformed law enforcement officers (the "Officer" or "Officers") to patrol the Park in accordance 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 and regulations.

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 monthly basis. Reports shall be submitted electronically, via email to the following addresses: danielle.salyer@mymanatee.org, chet.brown@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, 2025, the County shall provide funding

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Commented [RW7]: Typically, the first clause of a contract incorporates recitals by reference. The CAO suggests the following language:

The recitals set forth above are hereby incorporated herein by reference and considered a part of this Interlocal Agreement.

If the agreement contains exhibits or attachments and incorporation language is not included within the body of the agreement, staff to add the following language after the word recitals: "and all [exhibits | attachments] referenced herein..."

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Commented [RW8]: Although legally sufficient as written, staff should note that the terms surrounding the law enforcement services are vague and are silent as to the level of service.

Commented [RW9]: This ILA is very basic regarding the conditions. There is no mention of how often they will patrol, how many officers are required to patrol, etc.

Commented [RW10]: The CAO suggests that this ILA include similar language as the ILA with the Town of LBK:

Without waiving its sovereign immunity and to the extent permitted by applicable law, the City 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.

Commented [RW11]: Although legally sufficient as drafted, fiscal year may be ambiguous if City has a different fiscal year than County. It is suggested that staff add "County's fiscal year".

Commented [RW12]: Is staff meaning to have the City provide the reports to the County on a monthly basis? As currently drafted, this clause can be read as a modifier for the reports that are provided to the City on a monthly basis. Staff to review and edit if necessary.

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Commented [RW13]: The CAO generally recommends that a generic email address be used (not one for specific people).

Commented [RW14]: How is this possible if the County is fronting the cost? How can the City perform its monthly obligations prior to October 1, 2025?

to the City in the amount of ten thousand five hundred sixty dollars ($10,560.00) 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. If this Interlocal Agreement is extended pursuant to Section 3.3, the County's funding obligations under Section 2.3 beyond County fiscal year 2025/2026 shall be contingent upon the County Board of County Commissioner's annual budgeting and appropriation of legally available funds.

2.5 Indemnification, Legal Relationship and Third Parties.

A. The Parties 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 state agency or subdivision as defined by Florida Statute § 768.28, shall indemnify each other party, defend 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 Interlocal Agreement do not intend that this Interlocal 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 a third party in any matter arising out of this Interlocal Agreement. This indemnification provision does not waive any claims, rights, or defenses the Parties may have under Florida law or otherwise.

Article III
TERM AND TERMINATION.

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

Commented [RW15]: As drafted, this is a one-time payment made by the County to the City on December 1, 2025. If the County has not made this payment, the County will be in breach of the ILA. If the County has already made this payment, the ILA should state that the City acknowledges payment.

Commented [RW16]: The CAO provides the following for staff's consideration:

At no time shall the County be responsible for any costs in excess of the amounts expressly identified in Section 2.3.

Commented [RW17]: The fiscal year is October 1-September 30. Is this payment made within the fiscal year the services are being provided (2 months after they have begun), or following the end of the fiscal year when the services were already provided (2 months after they have ended)? This should be made clear.

Further, if the payment is to be made within the fiscal year the services are provided, and the County has not made payment to the City, immediately upon the execution of this Interlocal Agreement, the County will be noncompliant. If the County has made this payment to the City, the CAO suggests that staff add language that the City acknowledges that the County has made this payment.

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Commented [RW18]: Indemnification is a business decision with legal implications. Although legally sufficient as drafted, the CAO offers the following language for staff's consideration:

To the extent permitted by applicable Florida law and without waiving sovereign immunity and the dollar limitations provided for in Florida Statutes § 768.28, the Parties shall indemnify each other and hold the other party harmless as to any claim, judgment or damage award whatsoever arising out of or related to the indemnifying party's own negligent or wrongful acts or omissions related to the law enforcement services pursuant to this Interlocal Agreement, and for any loss, liability, personal injury, property damage, or claims that arise from or relate to the indemnifying party's obligations provided for in this Interlocal Agreement. The Parties understand that pursuant to Florida Statutes § 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 Statutes § 163.01(9). The Par ... [1]

Commented [RW19]: Edited to align with the terminology used in Section 768.28, Florida Statutes (*see* 768.28(2)).

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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, 2026.

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 its Board of County Commissioners and for the City by the City Council, and only if properly executed by all the Parties hereto. As required by Section 163.01(11), Florida Statutes, any amendments to this Interlocal Agreement shall not be effective until filed with the Clerk to the Circuit Court in and for Manatee County (hereinafter "Clerk").

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.

Commented [RW20]: Although not legally required, as a business decision, staff may wish to insert termination without cause language (especially since the level of service is undefined).

Commented [RW21]: This terminology may be confusing (is the Interlocal Agreement able to be extended for only one year? Or is it that it can be extended for one year at a time with no definitive expiration?). Since the extension will be in writing and approved by the BOCC and City Council, staff may choose to extend by amendment. If so, here is language for staff to consider:

The Parties may agree to extend this Interlocal Agreement to future fiscal years by amendment approved in accordance with Section 4.1.

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Commented [RW22]: As with the recording of this Interlocal Agreement, staff should consider adding as a business term who is responsible for recording and payment thereof.

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Commented [RW23]: Although legally sufficient as drafted, this is a business decision with legal implications.

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The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Interlocal Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Interlocal Agreement to make the payments herein provided, nor shall this Interlocal Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Interlocal Agreement from any funds legally available for such purpose.

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 the Clerk. 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), Florida Statutes, this Interlocal Agreement and all

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Commented [RW24]: Although legally sufficient as drafted, the CAO recommends this updated language:

In the event any term or provision of this Interlocal Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereto shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Interlocal Agreement; provided, however, if any term or provision of this Interlocal Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

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amendments thereto shall be filed with the Clerk. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall take effect upon its filing with the Clerk.

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Commented [RW25]: As a business term, staff should insert which party is responsible for filing and paying the costs associated with such filing.

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 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

Deleted: Manatee County Clerk of the Circuit Court¶
Angelina Colonneso, Clerk¶
1115 Manatee Avenue West¶
Bradenton, Florida 34205¶
Facsimile: (941)741-4082¶
¶
And¶

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Commented [RW27]: Although not legally required, the CAO provides the following clauses for staff's consideration:

LEGAL FEES AND COSTS
Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation, pre-litigation negotiation, or otherwise arising under this Interlocal Agreement.

LEGAL REFERENCES
All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.

COUNTERPARTS
This Interlocal Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, constitute one and the same agreement.

WAIVER
The County's failure to exercise or delay in exercising any right, power or privilege under this Interlocal Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. The County's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance will be and remain in full force and effect.

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 Interlocal Agreement shall be effective upon the filing of a fully executed copy of this Interlocal 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:_____
Chairperson

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court

By: _____
Deputy Clerk

CITY OF ANNA MARIA, FLORIDA

By:_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

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Commented [RW28]: I defer to the City attorney, but adding as these were included on the other form. To be clear, the CAO is not requiring this addition if the City attorney says it is not necessary.

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Page 3: [1] Commented [RW18] **Rebecca Waterman** **8/20/2026 8:34:00 AM**

Indemnification is a business decision with legal implications. Although legally sufficient as drafted, the CAO offers the following language for staff's consideration:

To the extent permitted by applicable Florida law and without waiving sovereign immunity and the dollar limitations provided for in Florida Statutes § 768.28, the Parties shall indemnify each other and hold the other party harmless as to any claim, judgment or damage award whatsoever arising out of or related to the indemnifying party's own negligent or wrongful acts or omissions related to the law enforcement services pursuant to this Interlocal Agreement, and for any loss, liability, personal injury, property damage, or claims that arise from or relate to the indemnifying party's obligations provided for in this Interlocal Agreement. The Parties understand that pursuant to Florida Statutes § 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 Statutes § 163.01(9). The Parties to this Interlocal Agreement do not intend that this Interlocal Agreement benefit any third party, and nothing herein should be construed as consent by the County, the City, a state agency, or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Interlocal Agreement. This indemnification provision does not waive any claims, rights, or defenses the Parties may have under Florida law or otherwise.

Page 8: [2] Deleted **Rebecca Waterman** **8/20/2026 8:17:00 AM**

INTERLOCAL AGREEMENT
regarding
LAW ENFORCEMENT SERVICES FOR GREER ISLAND

MANATEE COUNTY, FLORIDA
TOWN OF LONGBOAT KEY, FLORIDA

This Interlocal Agreement ("Interlocal Agreement") is made and entered into 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". County and Town collectively hereinafter referred to as the "Parties".

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 possesses 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 County's 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 crime, 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; and

WHEREAS, it is in the best interest of the Parties to enter into this Interlocal Agreement in the manner set forth herein.

Commented [CAO1]: The CAO recommends that page numbering at the bottom be in the form of Page X of Y.

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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, Florida Statutes, and Section 163.01 Florida Statutes.

Article II
LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services. Commencing October 1, 2025, 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: danielle.salyer@mymanatee.org with copies to chet.brown@mymanatee.org and cheryl.thompson@mymanatee.org

Commented [CAO4]: Typically, the first clause of a contract incorporates recitals by reference. The CAO suggests the following language:

The recitals set forth above are hereby incorporated herein by reference and considered a part of this Interlocal Agreement.

If the agreement contains exhibits or attachments and incorporation language is not included within the body of the agreement, staff to add the following language after the word recitals: "and all [exhibits | attachments] referenced herein..."

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Commented [CAO5]: Although legally sufficient as written, staff should note that the terms surrounding the law enforcement services are vague and are silent as to the level of service.

Commented [CAO6]: Although legally sufficient as drafted, fiscal year may be ambiguous. It is suggested that staff add "County's fiscal year". Please note, however, that this agreement will be backdated and so the Town will be noncompliant if it has not been providing these reports to the County.

Commented [CAO7]: Attachment A was not provided to the CAO for its review.

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Commented [CAO8]: The CAO generally recommends that a generic email address be used (not one for specific people).

2.3 County Funding of Services. Subject to the Town performing each of its obligations under this Interlocal Agreement, commencing October 1, 2025, the County shall provide funding to the Town in the amount of seven thousand eighty-three dollars and thirty-three cents ($7,083.33) 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. If this Interlocal Agreement is extended pursuant to Section 3.3, the County's funding obligations under Section 2.3 beyond County fiscal year 2025/2026 shall be contingent upon the County's Board of County Commissioner's annual budgeting and appropriation of legally available funds.

2.5 Indemnification, Legal Relationship and Third Parties.

A. The Parties 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 state agency or subdivision as defined by Florida Statute § 768.28, shall indemnify each other party, defend 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 Interlocal Agreement do not intend that this Interlocal 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 a third party in any matter arising out of this Interlocal Agreement. This indemnification provision does not waive any claims, rights, or defenses the Parties may have under Florida law or otherwise.

Article III
TERM AND TERMINATION.

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

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Commented [CAO9]: Is this payment a trailing month after the County receives the Town's monthly report?

Commented [CAO10]: If the County has not been making monthly payments to the Town, immediately upon the execution of this Interlocal Agreement, the County will be noncompliant. If the County has been making these payments to the Town, the CAO suggests that staff add language that the Town acknowledges that the County has made these payments.

Commented [CAO11]: The CAO provides the following for staff's consideration:

At no time shall the County be responsible for any costs in excess of the amounts expressly identified in Section 2.3.

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Commented [CAO12]: Indemnification is a business decision with legal implications. Although legally sufficient as drafted, the CAO offers the following language for staff's consideration:

To the extent permitted by applicable Florida law and without waiving sovereign immunity and the dollar limitations provided for in Florida Statutes § 768.28, the Parties shall indemnify each other and hold the other party harmless as to any claim, judgment or damage award whatsoever arising out of or related to the indemnifying party's own negligent or wrongful acts or omissions related to the law enforcement services pursuant to this Interlocal Agreement, and for any loss, liability, personal injury, property damage, or claims that arise from or relate to the indemnifying party's obligations provided for in this Interlocal Agreement. The Parties understand that pursuant to Florida Statutes § 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 Statutes § 163.01(9). The Parties to this Interlocal Agreement benefit any third party, and nothing herein should be construed as consent by the County, the Town, a state agency, or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Interlocal Agreement. This indemnification provision does not waive any claims, rights, or defenses the Parties may have under Florida law or otherwise.

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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, 2026.

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 its Board of County Commissioners and for the Town by the Town Commission, and only if properly executed by all the Parties hereto. As required by Section 163.01(11) of Florida Statutes, any amendments to this Interlocal Agreement shall not be effective until filed with the Clerk to the Circuit Court in and for Manatee County (hereinafter "Clerk").

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, 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.

The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners and shall not

Commented [CAO13]: Although not legally required, as a business decision, staff may wish to insert termination without cause language (especially since the level of service is undefined).

Commented [CAO14]: This terminology may be confusing (is the Interlocal Agreement able to be extended for only one year? Or is it that it can be extended for one year at a time with no definitive expiration?). Since the extension will be in writing and approved by the BOCC and Town Commission, staff may choose to extend by amendment. If so, here is language for staff to consider:

The Parties may agree to extend this Interlocal Agreement to future fiscal years by amendment approved in accordance with Section 4.1.

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Commented [CAO15]: The CAO defers to counsel for the Town as to whether an amendment is required to be filed in both Manatee County and Sarasota County.

Commented [CAO16]: As with the recording of this Interlocal Agreement, staff should consider adding as a business term who is responsible for recording and payment thereof.

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Commented [CAO17]: Although legally sufficient as drafted, this is a business decision with legal implications.

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constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Interlocal Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Interlocal Agreement to make the payments herein provided, nor shall this Interlocal Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the Town or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Interlocal Agreement from any funds legally available for such purpose.

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 the Clerk. 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. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall take effect upon its filing with the Clerk.

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Commented [CAO18]: Although legally sufficient as drafted, the CAO recommends this updated language:

In the event any term or provision of this Interlocal Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereto shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Interlocal Agreement; provided, however, if any term or provision of this Interlocal Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

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Commented [CAO19]: I defer to the attorney for the Town of Longboat Key as to whether this Interlocal Agreement must be recorded in Sarasota County, as well.

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Commented [CAO20]: As a business term, staff should insert which party is responsible for filing and paying the costs associated with such filing.

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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 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 Interlocal Agreement shall be effective upon the filing of a fully executed copy of this Interlocal Agreement with the Clerk pursuant to Section 5.8.

[signature page to follow]

Deleted: Manatee County Clerk of the Circuit Court¶ ... [1]

Commented [CAO22]: If this Interlocal Agreement must be recorded in more than one county, this should be amended to state that this Interlocal Agreement will take effect as of the date of the last recording.

Commented [CAO23]: Although not legally required, the CAO provides the following clauses for staff's consideration:

LEGAL FEES AND COSTS
Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation, pre-litigation negotiation, or otherwise arising under this Interlocal Agreement.

LEGAL REFERENCES
All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.

COUNTERPARTS
This Interlocal Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, constitute one and the same agreement.

WAIVER
The County's failure to exercise or delay in exercising any right, power or privilege under this Interlocal Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. The County's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance will be and remain in full force and effect.

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:_____
Chairperson

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court

By: _____
Deputy Clerk

TOWN OF LONGBOAT KEY, FLORIDA

By:_____
Town Manager

Attest:

_____
Town Clerk

Approved as to form:

_____
Town Attorney

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