

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF BRADENTON BEACH  
AND  
MANATEE COUNTY**

**THIS IS AN AGREEMENT** by and between Manatee County, a political subdivision of the State of Florida (hereinafter "County"), and the City of Bradenton Beach, A Florida Municipal Corporation (hereinafter "City").

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

**WHEREAS**, the County maintains and operates certain public beaches more specifically identified as Cortez Beach, Coquina Beach and Coquina Bayside Park/Leffis Key (hereinafter the "the Beaches") all within the corporate limits of City; and

**WHEREAS**, the beaches are a primary attraction for over two million tourists visiting the County each year; and

**WHEREAS**, the beaches provide a recreation facility for all residents and visitors of the County; and

**WHEREAS**, the Board of County Commissioners has determined that the provision of additional law enforcement officers at the beaches will enhance the tranquility of the beaches, reduce vandalism, preserve the County's primary tourist attraction and otherwise provide a real and substantial benefit to the entire County.

**NOW THEREFORE**, the parties agree as follows:

- 1) Commencing October 1, 2013 the City shall provide uniformed law enforcement officers (the Officer or Officers) to patrol the Beach areas established by County in accordance with the schedule attached hereto as Attachment A.
- 2) The officers shall enforce all Federal, state, County, and Municipal laws.

- 3) The officers shall remain employees of City and, the performance of their duties shall be under the supervision and direction of the Chief of Police for the City.
- 4) Each party shall be solely responsible for appearing, defending, and paying all costs, expenses and charges resulting from harm, injury or damage to persons or property as a result of the acts, errors or omissions of such party's officers, employees or agents while acting in their official capacity and in connection with this agreement and the use of A.T.V.s.
- 5) County shall provide two all terrain vehicles (A.T.V.s) for use by the officer(s) assigned to patrol the public beaches. One A.T.V. (A.T.V. #1) shall be kept at the Bradenton Beach Police storage facility and first be available for use by the officers assigned to beach patrol duty provided however, that when not needed by the officers, the A.T.V. shall be available for use by the County's lifeguards for rescue services. County's Marine Rescue shall keep the second A.T.V. (A.T.V. #2) at Marine Rescue Headquarters facility and A.T.V. #2 shall be made available to a second officer provided by City when 2 officers are scheduled and the A.T.V. is needed for patrol. The City shall provide dry storage for A.T.V. #1, daily maintenance and preventative maintenance as recommended by the manufacturer, including, but not limited to, cleaning, lubricating, checking and filling with gas and oil as needed. All cost and expenses associated with the storage, daily maintenance and preventative maintenance of A.T.V. #1 shall be paid for by the City without charge or compensation by the County except as provided herein. The County shall provide and pay for all other maintenance for A.T.V.s except in cases of misuse or damage caused by City personnel.
- 6) The County's Marine Rescue Division of Public Safety will make the Marine Rescue Headquarters available for use by the City officer(s) of the day in order to complete paperwork, and take breaks.
- 7) Notices required or provided under this Agreement regarding change, or revisions, amendments, deletions shall be addressed as follows:

If to County:  
Manatee County Administrator  
P.O. Box 1000  
Bradenton, Florida 34206

With a copy to:  
Manatee County Public Safety Director  
P.O. Box 1000  
Bradenton, Florida 34206

If to City:  
City of Bradenton Beach  
Attention: Mayor  
107 Gulf Drive North  
Bradenton Beach, Florida 34217

With copy to:  
City of Bradenton Beach  
Attention: Chief of Police  
107 Gulf Drive North  
Bradenton Beach, Florida 34217

Either party may change the name and address for such notices by providing written notice to the other party.

- 8) Commencing October 1, 2013 the County shall provide funding to the City in the amount of seven thousand two hundred seventy one dollars (\$7,271) per month to assist with the cost of providing police services to the Beaches. Payment of the funds shall be due on the first day of each month.
- 9) The City shall provide the County with two reports during the fiscal year:
  - (a) Copies of the Florida Department of Law Enforcement (FDLE) Statistics Report, (see exhibit A sample report) as provided to the State, on a semi-annual basis. The report will cover the period of July 1, 2013 through December 31, 2013 and shall be submitted to the County by February 1, 2014. The second report shall cover the period from January 1, 2014 through June 30, 2014 and shall be submitted to the County by August 1, 2014. Reports shall be submitted to the Public Safety Department, 2101 47<sup>th</sup> Terrace East, Bradenton, Florida 34203, attention Director, Public Safety.
  - (b) Monthly Incident Log reports, created on a Microsoft Excel spreadsheet with sorting capabilities, (see exhibit B sample report) detailing all arrests, citations, tickets issued, location, date, time and officer hours spent in patrolling the Beaches. Report shall be submitted on a monthly basis to the County by the 15<sup>th</sup> of the following month. Reports shall be submitted electronically in Excel format, via email to the Public Safety Department to the following email address:  
[ron.koper@mymanatee.org](mailto:ron.koper@mymanatee.org) with copies to [joe.westerman@mymanatee.org](mailto:joe.westerman@mymanatee.org) and [renee.isom@mymanatee.org](mailto:renee.isom@mymanatee.org)

Monthly payment is contingent upon reports being submitted as defined in paragraphs 9 (a) and (b).
- 10) The County's obligation beyond fiscal year 2013/2014 shall be contingent upon the County Commission's annual budgeting and appropriation of funds specified to fund the Agreement. Agreement shall automatically continue on a month to month basis until the contract is renewed or may be terminated at any time by the City or the County provided that written notice has been delivered to the other party at least thirty (30) days prior to the date of termination.

## **INDEMNIFICATION, LEGAL RELATIONSHIP AND THIRD PARTIES**

- 1) 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.
- 2) 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.
- 3) Each party as a political subdivision as defined by Florida Statute § 768.28, agrees to indemnify each other party and hold it/them 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.

## **MISCELLANEOUS**

- 1) This Agreement shall be governed by and controlled under the laws of the State of Florida. In the event any litigation is instituted between the parties to construe or enforce this Agreement, the Parties shall bear their own costs and attorney fees.
- 2) It is understood that this Agreement must be executed by both parties prior to the CITY and COUNTY commencing with the work, services, duties and responsibilities described within.
- 3) The parties hereto will remain responsible for the actions, compensation and benefits of their respective employees while serving under the terms of this Agreement.
- 4) This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
- 5) Should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all

other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

**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 of the Circuit Court of Manatee County, Florida.

**IN WITNESS WHEREAS**, the parties have caused this agreement to be duly executed on this \_\_\_ day of September, 2013

MANATEE COUTNY, FLORIDA  
A political subdivision of the State of Florida

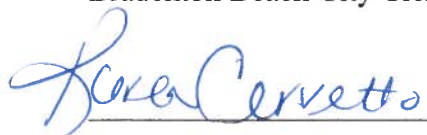
By: Board of County Commissioners

By: \_\_\_\_\_  
Chairman

ATTEST: R. B. SHORE, Clerk of the Circuit Court  
CLERK OF CIRCUIT COURT

\_\_\_\_\_

ATTEST: Deputy  
Bradenton Beach City Clerk

  
\_\_\_\_\_

CITY OF BRADENTON BEACH

By:   
Mayor

Date: 7/19/2013

**ATTACHMENT A**

**BEACH POLICE SCHEDULE**

**MEMORIAL DAY WEEKEND THRU LABOR DAY**

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

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

Monday - Friday	1 Officer	10AM - 7PM
Weekends	1 Officer	10AM - 7PM
Holidays (spring break Thanksgiving)	1 Officer	10AM - 7PM

**WINTER (non-Daylight Savings Time)**

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

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



**EXAMPLE**

**REPORT STATISTICS REPORT**  
Sorted By Incident Type

Entered Search Criteria: From Date: 01/01/11 To Date: 06/04/11 From report#: ANY Report Type: ANY To report#: ANY Officer ID: ANY  
 Incident Type: ANY Common: coquina From Street#: ANY Report Type: ANY To Street#: ANY Street Name: ANY Unit ID: ANY  
 X-St-1: ANY X-St-2: ANY UCR Checked: ANY Zone: ANY Min.# Arrest ANY Map Co-ords: ANY  
 Report Completed: ANY

REPORT#	REPORT DATE	REPORT TYPE	INCIDENT TYPE	LOCATION	ZONE	NUM ARST	UNIT ID	OFF. ID	REP. COMP
2011000091	04/24/11	Incident	Battery	1700 Gulf Dr S	2109	0	BB09	325	YES
2011000054	03/31/11	Offense	Criminal Misch	1800 Gulf Dr S	2109	0	BB04	124	YES
2011000040	03/13/11	Incident	Domestic Distu	1900 Gulf Dr S	2104	0	BB09	325	YES
2011000036	03/09/11	Incident	Found Property	2000 Gulf Dr S	2104	0	BB08	122	YES
2011000063	04/09/11	Offense	Grand Theft	2100 Gulf Dr S	2109	0	BB09	325	YES
2011000081	04/18/11	Offense	Grand Theft	1600 Gulf Dr S	2109	0	BB07	277	YES
2011000081	04/29/11	Supplement	Grand Theft	1600 Gulf Dr S	2109	0	BB07	277	YES
479	01/27/11	Call For Servi	Information	1800 Gulf Dr S	2109	0	BB10	1755	YES
2011000051	03/27/11	Incident	Property Damag	1600 Gulf Dr S	2109	0	BB07	277	YES
494	04/20/11	Field Contact	Suspicious Per	1600 Gulf Dr S	2104	0	BB08	122	YES
496	05/15/11	Field Contact	Suspicious Per	2100 Gulf Dr S	2104	0	BB09	325	YES
492	05/02/11	Field Contact	Suspicious Veh	1800 Gulf Dr S	2104	0	BB08	122	YES
2011000131	05/29/11	Incident	Towed Vehicle	2000 Gulf Dr S	2109	0	BB04	124	YES
502	05/28/11	Call For Servi	Traffic Crash	1600 Gulf Dr S	2109	0	BB06	059	YES
482	03/19/11	Call For Servi	Traffic Crash	1800 Gulf Dr S	2109	0	BB07	277	YES
2011000092	04/25/11	Incident	Trespass Warni	1600 Gulf Dr S	2109	0	BB09	325	YES
2011000099	05/02/11	Incident	Trespass Warni	1800 Gulf Dr S	2109	0	BB07	277	YES
2011000100	05/02/11	Incident	Trespass Warni	1800 Gulf Dr S	2109	0	BB07	277	YES
2011000132	05/30/11	Incident	Trespass Warni	2100 Gulf Dr S	2109	1	BB27	6803	YES

Total Incidents Matching Search Criteria: 18

Total Reports Matching Search Criteria: 19

**EXAMPLE**