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

MANATEE COUNTY, FLORIDA
CITY OF BRADENTON BEACH, FLORIDA

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

RECITALS

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

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

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

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

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

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

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

***Article I
AUTHORITY***

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

***Article II
LAW ENFORCEMENT SERVICES***

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

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

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

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

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

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

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

2.5 Indemnification, Legal Relationship and Third Parties.

- A. The City and County agree that each party will be liable for the negligent acts or omissions of its own employees only and will be responsible for worker's compensation coverage and claims only of its own employees.
- B. The parties are not partners, joint ventures or joint employers, and the employees of each party shall not be considered or treated as employees of the other for any purpose.
- C. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and hold it harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions, to the extent permitted by law. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any

matter arising out of this Agreement.

Article III
TERM AND TERMINATION.

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

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

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

Article IV
AMENDMENTS; ENFORCEMENT

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

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

Article V
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

And

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

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

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

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

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

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

MANATEE COUNTY, FLORIDA

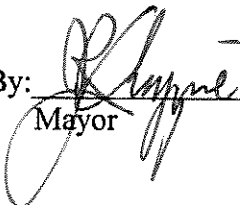
By: Board of County Commissioners

By: _____
Chairperson

ATTEST: Angelina Colonnese,
Clerk of the Circuit Court

By: _____
Deputy Clerk

**CITY OF BRADENTON BEACH,
FLORIDA**

By:  _____
Mayor

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

BEACH POLICE SCHEDULE

MEMORIAL DAY WEEKEND THRU LABOR DAY

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

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

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

WINTER (non-Daylight Savings Time)

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

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

ATTACHMENT "B"
to
Interlocal Agreement
FDLE Sample Report

REPORT STATISTICS REPORT
Sorted By Incident Type

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

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

Total Incidents Matching Search Criteria: 24

Total Reports Matching Search Criteria: 24

ATTACHMENT "C"
to
Interlocal Agreement
Incident Log Report

BRADENTON BEACH INCIDENT REPORT LOG

JUNE 2017

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