
INTERLOCAL AGREEMENT
regarding
LAW ENFORCEMENT SERVICES FOR
MANATEE PUBLIC BEACH

MANATEE COUNTY, FLORIDA
CITY OF HOLMES BEACH, FLORIDA

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

RECITALS

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

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

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

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

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

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

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

Article I
AUTHORITY

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

Article II
LAW ENFORCEMENT SERVICES

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

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

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

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

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

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

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

2.5 Indemnification, Legal Relationship and Third Parties.

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

Article III
TERM AND TERMINATION.

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

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

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

Article IV
AMENDMENTS; ENFORCEMENT

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

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

Article V
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

If to County: Manatee County Administrator
 Manatee County Administration Center

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

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

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

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

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

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

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

[signature page to follow]

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

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Chairperson

ATTEST: Angelina Colonnese,
Clerk of the Circuit Court

By: _____
Deputy Clerk

**CITY OF HOLMES BEACH,
FLORIDA**

By:  _____
Mayor

Attest:  _____
City Clerk