

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF HOLMES 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 Holmes 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 Manatee County Public Beach; 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) For the costs incurred between October 1, 2013 and September 30, 2014, the County shall pay to the City the amount of Ten Thousand Dollars (\$10,000).
- 2) The City covenants and represents to the County that it has provided both sworn officers and non-sworn to patrol Manatee County Public Beach and for the enforcement of all federal, state, County and municipal laws, all of whom have been employed by the City and performed under the supervision and direction of the Chief of Police of the City.

- 3) Payment shall be made to the City as soon as reasonably possible after full execution of this Agreement.
- 4) 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 Holmes Beach  
Attention: Mayor  
5801 Marina Drive  
Holmes Beach, Florida 34217

With a copy to:  
Holmes Beach Police Department  
Attention: Chief of Police  
5801 Marina Drive  
Holmes Beach, Florida 34217

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

- 5) 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.

#### **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

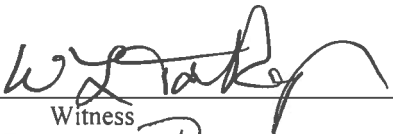
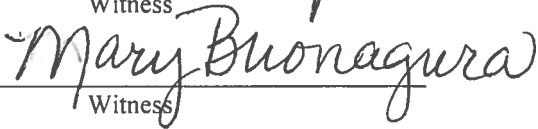
MANATEE COUNTY, FLORIDA  
A political subdivision of the State of Florida

By: Board of County Commissioners

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

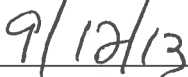
ATTEST: R. B. SHORE, Clerk of the Circuit Court  
CLERK OF CIRCUIT COURT

\_\_\_\_\_

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

CITY OF HOLMES BEACH

By:   
\_\_\_\_\_  
Mayor

Date:   
\_\_\_\_\_