



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/23/10

SUBJECT: Southeast Regional Marine Patrol Interlocal Agreement

DEPARTMENT: POLICE

RECOMMENDED MOTION: To approve renewal of the Interlocal Agreement for the Southeast Marine Patrol Unit and authorizing the Mayor and City Manager to execute the Interlocal Agreement on behalf of the City.

COMMENTS:

The Interlocal Agreement provides for the establishment of the Southeast Regional Marine Patrol Unit. The cities of Port Orange, New Smyrna Beach, South Daytona and the Town of Ponce Inlet seek to continue the Southeast Regional Marine Patrol Unit to provide law enforcement and boater safety on the Halifax and Indian Rivers from Daytona Beach to Edgewater. The current agreement was filed with the Clerk of the Circuit Court, Volusia County, Florida on June 2, 2005 and remains in effect until June 2, 2010. The Port Orange Police Department is requesting to renew the Interlocal Agreement for an additional five years.

ATTACHMENTS: Ordinance Resolution Budget Resolution
 Other Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD	Gerald M. Monahan, Jr.	Date	3/2/10
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date	3/11/10
CITY ATTORNEY	Approved as to Form and Legality	Date	3.12.10
CITY MANAGER	Approved Agenda Item For:	Date	3/23/10

COUNCIL ACTION: Approved as Recommended Disapproved Tabled Indefinitely
 Continued to Date Certain Approved with Modification:

**INTERLOCAL AGREEMENT PROVIDING FOR THE RENEWAL
OF THE SOUTHEAST REGIONAL MARINE PATROL UNIT**

THIS INTERLOCAL AGREEMENT, made and entered into the date hereafter provided pursuant to the authority contained in Chapter 163, Florida Statutes, by and between the Cities of New Smyrna Beach, Port Orange, South Daytona, Daytona Beach Shores, Daytona Beach, Edgewater and the Town of Ponce Inlet, in the State of Florida, renewing a regional marine patrol unit for the following purposes: 1) To continue a police presence on the Halifax and Indian Rivers and its tributaries within these jurisdictions; 2) To promote boater safety; and 3) To assist with law enforcement.

WITNESSETH:

WHEREAS, the Parties to this Agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 as set forth in Section 163.01, et seq., Florida Statutes (hereinafter the "Act") to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is a purpose of the Act to provide a means by which the following Cities of New Smyrna Beach, Port Orange, South Daytona, Daytona Beach Shores, Daytona Beach, Edgewater, and the Town of Ponce Inlet (collectively the "Parties"), may exercise their respective power, privileges and authority which they may separately exercise, but which pursuant to this Interlocal Agreement and Act may exercise collectively; and

WHEREAS, the Cities of Port Orange, New Smyrna Beach, South Daytona and the Town of Ponce Inlet seek to continue the Southeast Regional Marine Patrol Unit ("Marine Unit") to provide law enforcement and promote boater safety on the Halifax and Indian Rivers and its tributaries in these municipal jurisdictions from Daytona Beach to Edgewater, Florida, inclusive; and

WHEREAS, the additional benefits afforded the citizens of the respective municipalities are in their best interests and each municipality;

WHEREAS, the Parties have already entered into a Mutual Aid Agreement for law enforcement assistance over jurisdictional lines;

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

SECTION 1: That the above recitals are true and correct and are hereby adopted, incorporated into and made an integral part hereof.

SECTION 2: A Marine Unit will patrol the Halifax and Indian Rivers and its tributaries from Daytona Beach to Edgewater, Florida, inclusive. The Marine Unit will be utilized during the following times: 1) weekends between the months of May to October, inclusive; 2) observed holidays; 3) when needed in an emergency, and 4) other days as mutually agreed upon by the Policy Board.

SECTION 3: (a) The Parties agree to the routine marine patrol of the waterways over their jurisdictions. The Parties agree that the officers on the Marine Unit shall be empowered to render enforcement assistance if the following occurs: 1) a violation of Florida Statutes occurs in the presence of the officers; 2) the assistance is requested by a municipality or agency having jurisdiction in the waterway; 3) assistance is needed with critical, life threatening or public safety situations; 4) assistance is needed for the prevention of bodily injury to citizens. All other provisions of the Mutual Aid Agreement shall apply.

(b) Patrol duties shall include: 1) response to calls for service; 2) safety boat inspections; 3) speed enforcement and safe boat operation including No Wake Zone enforcement; 4) Manatee Zone enforcement; 5) assisting Daytona Beach Police Department and its marine unit, the Florida Fish and Wildlife Conservation Commission officers, U.S. Coast Guard personnel and any other agency with incidents arising within the jurisdictions of the Parties hereto; 6) assistance with boating accidents but not conducting said investigations.

SECTION 4: By entering into this Interlocal Agreement, all Parties are authorizing patrols and response to calls for assistance on the waterways within their respective jurisdictions.

SECTION 5: In addition to the above, the Cities of Port Orange, New Smyrna Beach, South Daytona and the Town of Ponce Inlet further agree to the following:

a) The costs associated with repair, maintenance, fuel, insurance and supplies shall be shared equally between Port Orange, New Smyrna Beach, South Daytona and the Town of Ponce Inlet. In the event one of the four (4) foregoing Parties terminates its participation in this Agreement, the remaining Parties shall share the costs equally.

b) The patrol boat utilized shall be equipped with all necessary navigation and law enforcement equipment to conduct safe and effective patrols and boarding operations. The specific property shared pursuant to this agreement but subject to change during the course of this agreement is a 2004 21' Boston Whaler Justice Center Console hull identification number WCG00404D404 and a 2009 22' Continental trailer, serial number 1ZJBB222X9C009652. The property shall continue to be titled and registered in the name of the City of Port Orange.

c) The Chief of Police from Port Orange, New Smyrna Beach, South Daytona and Ponce Inlet shall comprise a Policy Board that will promulgate the Standard Operating Procedures for the Marine Unit. The Board is authorized to develop procedures that provide for enhanced services or efficiencies to meet the objectives of the Marine Unit. The Policy Board shall also provide administrative oversight. The Policy Board shall be authorized to contract with the City of Port Orange for administrative services, including but not limited to financial accounting, to be rendered for the Marine Unit.

d) Two officers shall staff the Marine Unit at all times, with at least one being from New Smyrna Beach, Ponce Inlet, South Daytona or Port Orange, unless otherwise determined by the Policy Board. Preferably, officers from two different jurisdictions shall staff the Marine Unit unless otherwise determined by the Policy Board. Officers from New Smyrna Beach, Ponce Inlet, South Daytona and Port Orange shall rotate assignments. Each Party shall be responsible for all costs and expenses of the officer(s) from said Party.

e) Each officer assigned to the Marine Unit will undergo 40 hours of training that will be conducted by the U.S. Coast Guard and Florida Fish and Wildlife Conservation Commission, and other such training that may be required by law or determined by the Policy Board.

f) The Marine Unit will operate on a talk group, specified by the Policy Board, with the Regional Communication Center based in Port Orange with the capability of communicating with all police departments in its patrol region.

g) The coordination of maintenance of the Marine Unit will be the responsibility of the Port Orange Police Department. All equipment will be stored at the Port Orange Police Department or other agreed location when not being used. The vessel will only be launched from an established permanent boat ramp unless otherwise determined by the Policy Board.

h) Weaponry on the Marine Unit may include one shotgun and/or one AR-15 rifle. Officers will wear their respective approved police department uniforms, equipment and weapons while on duty.

SECTION 6: Any party, independent of the other party's interests, may terminate its participation in this Agreement by providing the other Parties with at least 180 days prior written notice of the intent to terminate its participation in this Agreement. Termination by any party does not entitle that party to reimbursement for any financial or equipment contribution. If the property to this Agreement becomes unusable or obsolete, the property may be sold by the City of Port Orange, pursuant to Sec. 2-262, Port Orange Code of Ordinances, with the proceeds being utilized to purchase replacement equipment. However, if the Marine Unit ceases its operations, the property may be sold, pursuant to Sec. 2-262, Port Orange Code of Ordinances, with the proceeds being paid to each party in equal percentages.

SECTION 7: Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume liability for the acts, omissions, or conduct of its own employees and activities. The participating agencies shall defend, save and hold harmless, and indemnify each agency (inclusive of its officers, employees, authorized agents, and representatives) from any and all actions, suits, claims, demands, liabilities, costs, and expenses for bodily injury, sickness, disease, death or property damage or loss of use thereof (including reasonable attorney fees and taxable costs through and including any and all appeals), arising from any act or omission by any Party to this Agreement (inclusive of its elected and appointed officers, employees, authorized agents, and representatives) as a result of the acts of any signature Parties' activities pursuant to this Agreement.

SECTION 8: Each participating municipality expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of each party when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

SECTION 9: This Interlocal Agreement may be amended by mutual written agreement of the Parties. Any amendments to this Interlocal Agreement shall be effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

SECTION 10: This Interlocal Agreement shall become effective upon being filed and recorded with the Clerk of the Circuit Court, Volusia County, Florida. This Interlocal Agreement shall remain in effect for five years and may be extended for an additional term of five years upon written approval of the Parties.

SECTION 11: It shall be the responsibility of the Police Chief for the City of Port Orange to deliver the fully executed Interlocal Agreement to the City Clerk for the City of Port Orange for recording. The failure of any named City to sign this Interlocal Agreement shall not affect the validity of this Agreement between the other executory Parties.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned have entered into this Interlocal Agreement in counterparts on the date and year hereafter written.

**REMAINDER OF THIS PAGE
LEFT BLANK**

CITY OF PORT ORANGE, FLORIDA,
a municipal corporation

By: _____
Allen Green, Mayor

Police Chief

Attest: _____
Kenneth W. Parker, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by ALLEN GREEN and KENNETH W. PARKER, as Mayor and City Manager, respectively, of the City of Port Orange, Florida, on behalf of the city. They are personally known to me or have produced _____ as identification, and who (did) _____ (did not) _____ take an oath.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and expiration of
commission term:*

TOWN OF PONCE INLET, FLORIDA,
a municipal corporation

By: _____
Tony Goudie, Mayor

Police Chief

Attest: _____
Jeaneen P. Clauss, Town Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by TONY GOUDIE and JEANEEN P. CLAUSS, as Mayor and Town Manager, respectively, of the Town of Ponce Inlet, Florida, on behalf of the city. They are personally known to me or have produced _____ as identification, and who (did) _____ (did not) _____ take an oath.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and expiration of
commission term:*

CITY OF NEW SMYRNA BEACH, FLORIDA,
a municipal corporation

By: _____
Adam Barringer, Mayor

Police Chief

Attest: _____
Johnny R. Bledsoe, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by ADAM BARRINGER and JOHNNY R. BLEDSOE, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, Florida, on behalf of the city. They are personally known to me or have produced _____ as identification, and who (did) _____ (did not) _____ take an oath.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and expiration of
commission term:*

CITY OF DAYTONA BEACH SHORES, FLORIDA,
a municipal corporation

By: _____
Greg Northrup, Mayor

Police Chief

Attest: _____
Michael T. Booker, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by GREG NORTHRUP and MICHAEL T. BOOKER, as Mayor and City Manager, respectively, of the City of Daytona Beach Shores, Florida on behalf of the city. They are personally known to me or have produced _____ as identification, and who (did) _____ (did not) _____ take an oath.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and expiration of
commission term:*

CITY OF DAYTONA BEACH, FLORIDA,
a municipal corporation

By: _____
Glenn Ritchey, Mayor

Police Chief

Attest: _____
Jennifer Thomas, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by GLENN RITCHEY and JENNIFER THOMAS, as Mayor and City Clerk, respectively, of the City of Daytona Beach, Florida, on behalf of the city. They are personally known to me or have produced _____ as identification, and who (did) _____ (did not) _____ take an oath.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and expiration of
commission term:*

CITY OF EDGEWATER, FLORIDA,
a municipal corporation

By: _____
Michael L. Thomas, Mayor

Police Chief

Attest: _____
Bonnie Wenzel, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by MICHAEL L. THOMAS and BONNIE WENZEL, as Mayor and City Clerk, respectively, of the City of Edgewater, Florida on behalf of the city. They are personally known to me or have produced _____ as identification, and who (did) _____ (did not) _____ take an oath.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and expiration of
commission term:*

CITY OF SOUTH DAYTONA,
a municipal corporation

By: _____
Blaine O'Neal, Mayor

Police Chief

Attest: _____
Joseph W. Yarbrough, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by BLAINE O'NEAL and JOSEPH W. YARBROUGH as Mayor and City Manager, respectively, of the City of South Daytona, Florida on behalf of the city. They are personally known to me or have produced _____ as identification, and who (did) _____ (did not) _____ take an oath.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and expiration of
commission term:*