




MEMORANDUM TO VENICE CITY COUNCIL

THROUGH CHARTER OFFICER: Edward Lavallee, City Manager

E-SIGN: 
Edward Lavallee (Aug 4, 2023 10:15 EDT)

FROM: Charlie Thorpe, Chief of Police 

DEPARTMENT: Venice Police Department

DATE: August 02, 2023

MEETING DATE: Tuesday August 22, 2023

SUBJECT / TOPIC: FLOCK Interlocal Agreement for License Plate Readers

BACKGROUND INFORMATION: FLOCK Safety LPR (License Plate Reader) camera products and services were acquired in 2022 and previously approved by City Council for installation and use throughout the City. In order to accomplish this, Sarasota County has requested that the City of Venice sign a local agreement that would give authorization for any installation of any City devices on County Structures. This agreement is needed to be approved by City Council and signed by the Mayor. It would then be forwarded to the Sarasota County Commission for approval for installation. Attached is a copy of the Interlocal Agreement between the City of Venice and Sarasota County for this authorization.

SUPPORTS STRATEGIC PLAN: Goal Two: Provide Efficient, Responsive Government with High Quality Services

COUNCIL ACTION REQUESTED: For Council Adoption by Consent Motion

Cc: [Click or tap here to enter text.](#)

Review of Contract Routing Tracker:

(Initial or Signature to indicate your Review/Approval)

Finance Department Reviewed: [s]

N/A



Risk Management Reviewed: [s]

Al Jones

City Attorney Reviewed: [s]

Roy David Jackson, Jr.
Roy David Jackson, Jr. (Aug 3, 2023 13:08 EDT)

City Manager Reviewed: [s]

Edward
Edward Lavallee (Aug 4, 2023 10:15 EDT)

Funds Availability (account #): N/A

Project #: N/A

INTERLOCAL AGREEMENT BETWEEN SARASOTA COUNTY AND THE CITY OF VENICE REGARDING THE INSTALLATION OF AUTOMATIC LICENSE PLATE READER SYSTEMS FOR THE CITY OF VENICE POLICE DEPARTMENT

This Interlocal Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2023 by and between the **City of Venice**, a municipal corporation of the State of Florida (herein referred to as the “City”) and **Sarasota County**, a political subdivision of the State of Florida (herein referred to as the “County”), hereinafter collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the County possesses home rule power as a charter county pursuant to Article VIII, Section 1(g), Florida Constitution, and Section 125.01, Florida Statutes; and

WHEREAS, the Board of County Commissioners (“Board”) is the governing body in and for the County; and

WHEREAS, the City is a public agency as defined under Section 163.01, Florida Statutes, and the City of Venice Police Department (“VPD”) is a department of the City and a bona fide law enforcement agency; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government agencies to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters of mutual interest; and

WHEREAS, the City and County have authority pursuant to Chapter 163, Florida Statutes, to enter into this Agreement; and

WHEREAS, the installation of Automatic License Plate Readers (hereinafter “ALPR”) devices on County-maintained structures will provide optimal coverage of roadways, thereby enhancing public safety and providing for the efficient use of County and law enforcement resources; and

WHEREAS, the Parties acknowledge and agree that the installation of any ALPR devices on County-maintained structures will require and be contingent on the approval by the entity with ownership rights over the structure; and

WHEREAS, the Parties find it is in the best interests of the citizens and residents of Sarasota County to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. RECITALS. The Parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. COUNTY OBLIGATIONS AND LIMITATIONS.

1. The County will provide the access to agreed-upon County-maintained structures for mounting VPD ALPR devices, allow electrical connection by the City, and pay for the cost of electricity used in operation of the ALPR.
2. The County has no responsibility to maintain or repair the City's ALPR devices.
3. The County has no ownership rights to the City's ALPR devices.
4. The County may maintain a map or other document depicting the location of any devices the City has installed on County-maintained structures.

SECTION 3. VPD OBLIGATIONS AND LIMITATIONS.

1. The City must submit a written request from the City Manager or written designee to the County Engineer for any ALPR device to be added to any County-maintained structure. The County Engineer will review the request and may either approve or deny the request based on the circumstances involved with the particular structure that is the subject of the request. The County Engineer will provide the City with a written determination of the request. No device may be installed prior to the receipt of written approval from the County Engineer.
2. If the City seeks to install an ALPR device on a structure not owned by the City or the County, then the City must include the written approval of the entity with ownership rights over the structure and the real property the structure is situated on. Regardless of the ownership of the structure, each request to install an ALPR device under this Agreement must include an aerial photograph depicting the location of the proposed device, a photograph of the structure on which the device is proposed to be installed, installation plans meeting all relevant State, national, and local codes, and County standards, a shop drawing of the ALPR device which is to be installed with details including, but not limited to, weight, size, source of communication, and source of power. In the event that the County Engineer determines that a structural analysis is required to evaluate the request to install an ALPR device, the City is responsible to provide such analysis to the satisfaction of the County Engineer at the City's sole expense. If a structural analysis is required but the City chooses not to proceed at that location, the County will work with the City in identifying an alternative location where such analysis is not required.
3. ALPR devices must not impede County's access to streetlights, signals, signal controllers or any other County owned or maintained structure. No ALPR device will be attached/mounted to sign posts/structures or connected to any FDOT communication or

power infrastructure including traffic signals.

4. The City must contact the Sarasota County Traffic Management Center (SCTMC) via email at sctmc@scgov.net at least one (1) month prior to installation of any ALPR device approved by the County Engineer per paragraph 1. above.
5. The City shall immediately notify the County of any damage caused to County maintained infrastructure during the installation, maintenance, repair or removal of the City's ALPR devices, which damage will be repaired by the County or its chosen agents at the expense of the City. Following the completion of the repair work, the County shall invoice the City for the full costs of the repair work to be paid within 30 days of receipt of the invoice.
6. The City will always maintain sole ownership of its ALPR devices.
7. The City is responsible for all costs associated with installation, maintenance, and removal of its ALPR devices.
8. The City is solely responsible for the repair and maintenance of its ALPR devices. The City must notify the SCTMC either by phone at 941-861-7862 or by email to sctmc@scgov.net, at least one (1) hour prior to any maintenance or repair activity to a City ALPR device on a County maintained structure. Maintenance of City ALPR devices on County maintained structures occurring outside of the SCTMC operating hours of Monday to Friday, 7AM to 6PM, will require the City to email the SCTMC at sctmc@scgov.net and coordinate with the Signals On Call Technician at 941-809-5512 or 941-223-5850 at least one (1) hour prior to any required maintenance or repair activity.
9. The City shall attempt to place ALPR devices on structures with a readily available power supply. If the City chooses a location without an available power supply and/or insufficient circuit breaker paneling, the City shall be solely responsible for all the associated cost of providing sufficient power for the ALPR device.
10. Upon request by the County, the City shall provide a map depicting the location of all the ALPR devices the City has installed on County maintained structures.
11. The County has the right to remove any ALPR device upon its determination that said device is hindering the County's maintenance of the structure. The City shall be responsible for the costs of said removal and any associated structure repair costs. If the City does not remove the device within thirty (30) days of the County's request to remove the device due to County maintenance requirements, then the County may choose to remove the ALPR devices and invoice the City for the costs incurred and the City will pay such invoice within 30 days of receipt.

SECTION 4. DURATION

This Agreement will remain in effect until the County or the City decides to terminate this Agreement by giving the other party thirty (30) days written notice of termination. Upon receipt of notice of termination, the City shall coordinate with the County to remove all of the City's ALPR devices. All City ALPR devices must be removed by the City within thirty (30) days of the termination of this Agreement.

SECTION 5. AMENDMENT TO AGREEMENT

This Agreement may only be amended as provided for herein with the express consent of both Parties and executed with the same formality and dignities as this original Agreement.

SECTION 6. INTERPRETATION OF AGREEMENT

This Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Agreement shall be the Twelfth Judicial Circuit Court, in and for Sarasota County, Florida.

SECTION 7. INTEGRATION OF DOCUMENT

This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any prior Agreements or understandings, either written or oral, relating to the matters herein.

SECTION 8. NOTICE PROVISIONS

All notices, approvals, or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

To the County:

Director, Sarasota County Department of Public Works
1001 Sarasota Center Blvd
Sarasota, FL 34240

With copies to:

Sarasota County Traffic Management Center
1001 Sarasota Center Blvd
Sarasota, FL 34240

Sarasota County Attorney's Office
1660 Ringling Blvd
Sarasota, FL 34236

To the City:

City of Venice Police Department
Attention: Captain Eric Hill
1575 E. Venice Ave.
Venice, FL 34292

With copies to:
Kelly M. Fernandez, Esq.
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
236 Pedro St.
Venice, FL 34285

SECTION 9. EFFECTIVE DATE

This Agreement shall become effective upon execution by both parties and recording of a certified copy in the Official Records of Sarasota County pursuant to Section 163.01(11), Florida Statutes. The City shall ensure that a certified copy of this Agreement is recorded in the Official Records of Sarasota County at City expense.

SECTION 10. WAIVER OF JURY TRIAL

City and County hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to a jury trial are waived.

SECTION 11. MISCELLANEOUS

1. The Parties represent that they have full authority to enter into and execute this Agreement.
2. This Agreement may not be assigned or transferred by the City in whole or part without the written consent of the County.
3. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
4. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
5. Damage to a City ALPR device installed on a County maintained structure caused by unforeseen factors such as, but not limited to, traffic accidents, lightning strikes, or other Acts of God will be the responsibility of the City to correct at the City's sole expense. The

City shall make repairs to damaged devices in a timely fashion. The County agrees to address the structure in a timely fashion while coordinating repairs with the City. The City is not responsible for any costs incurred to repair the damaged structure due to these factors.

6. THE COUNTY AND CITY AGREE TO INDEMNIFY THE OTHER PARTY, ITS AGENTS, OFFICIALS AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGE CLAIM, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY ACCRUE AGAINST THE OTHER PARTY AS A CONSEQUENCE OF THE NEGLIGENT ACTS OF THE INDEMNIFYING PARTY'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE PERFORMANCE OF EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT UP TO THE MONETARY LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO EITHER PARTY UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. EACH PARTY SHALL RETAIN ALL RIGHTS AND DEFENSES UNDER FLORIDA LAW IN THE EVENT OF ANY CLAIMS, SUITS OR OTHER DISPUTES ARISING FROM ITS PERFORMANCE OF THE OBLIGATIONS OF THIS AGREEMENT. IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR EITHER CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES, OR ANY OTHER DAMAGES OF ANY KIND RELATING TO THIS AGREEMENT. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO A CLAIM UNDER THE TERMS OF THIS SECTION, THE PARTY SEEKING INDEMNIFICATION FOR SUCH CLAIM MUST PROMPTLY GIVE NOTICE TO THE OTHER PARTY IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY ONE PARTY WITHOUT THE CONSENT OF THE INDEMNIFYING PARTY. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

SECTION 12. DISCLAIMER OF THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the City and the County. No right or cause of action shall accrue upon or be reason hereof inure to or for the benefit of any third party.

SECTION 13. DISPUTES

In the event of a dispute between City and County under this Agreement, the City Manager and the County

Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator. The mutual decision of the City Manager and County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, the matter shall be referred to the respective elected bodies who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have each caused these presents to be executed on the day and year written below.

City of Venice

Approved by the City Council of the City of Venice, Florida on the ____ day of _____, 2023.

Nick Pachota, Mayor

ATTEST:

Kelly Michaels, MMC, City Clerk

Approved as to form and correctness:

Kelly Fernandez, City Attorney

Sarasota County

Approved by the Board of County Commissioners of Sarasota County, Florida on the ____ day of _____, 2023.

Ron Cutsinger, Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court
and Ex-officio Clerk of the Board of County
Commissioners of Sarasota County

Deputy Clerk

Approved as to form and correctness:

Josh Moye, County Attorney