



**BOARD OF COMMISSIONERS
TOWN OF REDINGTON SHORES
SPECIAL MEETING
WEDNESDAY, MAY 27, 2026 6:00 P.M.**

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. OLD BUSINESS

1. Contract for Law Enforcement Services

E. NEW BUSINESS

F. MISCELLANEOUS

G. ADJOURNMENT

Pursuant to Florida Statutes § 286.0105, if any person or entity decides to appeal any decision made on any matter considered at any meeting or hearing of any Redington Shores Board or Commission, he, she or it will need a record of the proceedings and, for such purpose, he, she or it may need to ensure that a verbatim record of the proceedings is made, which record includes the legal arguments, testimony, and evidence upon which the appeal is to be based.



Town of
Redington Shores
Nature's Beach

Date: May 22, 2026
To: Board of Commissioners
From: Margaret Carey – Town Manager
Re: Contract with the Town of Indian Shores for Law Enforcement Services

At the May 13, 2026 Regular meeting, Commissioners directed the Town Attorney to draft an agreement between our town and the Town of Indian Shores for law enforcement services. Attached is the final proposed agreement that was prepared by Attorney Eschenfelder and Attorney Lewis (Indian Shores) for your consideration.

**INTERLOCAL AGREEMENT BETWEEN INDIAN SHORES
AND REDINGTON SHORES FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is hereby entered into on this 1st day of October, 2026 (the “**Effective Date**”) by and between the Town of Redington Shores, a Florida municipal corporation (hereinafter “Redington Shores”), and the Town of Indian Shores, a Florida municipal corporation (hereinafter “Indian Shores”), collectively referred to as “the Parties.”

WHEREAS, Florida Statutes § 163.01, the Florida Interlocal Cooperation Act of 1969 (the Act), was enacted to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Act provides that a Florida public agency “may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately”, and that such joint exercises of power “shall be made by contract in the form of an interlocal agreement”; and

WHEREAS, pursuant to Florida Statutes § 166.0495 provides that a municipality may enter into an interlocal agreement pursuant to Florida Statutes § 163.01 with an adjoining municipality or municipalities within the same county to provide law enforcement services within the territorial boundaries of the other adjoining municipality or municipalities; and

WHEREAS, on July 24th 1964 the Town of Indian Shores established a police department; and

WHEREAS, the Parties are geographically proximate to each other and have similar law enforcement priorities, policies and concerns; and

WHEREAS, the Parties, as local government entities, possess the responsibility and authority to provide for law enforcement services to their residents, property owners, and businesses within their respective jurisdictions; and

WHEREAS, the Town of Indian Shores has, for many years, provided law enforcement services to the Town of Redington Shores, which had not historically maintained a police department but had instead relied on the Pinellas County Sheriff for such services prior to contracting with Indian Shores; and

WHEREAS, the governing boards of both Parties have separately considered the benefits associated with cooperatively providing law enforcement services to both Towns through the use of the Indian Shores police department; and

WHEREAS, the Indian Shores governing board has studied the historical workflow of police work within that Town as well as the Town of Redington Shores, and find that the Indian

Shores police department would have the required capacity to provide effective, efficient service to both Towns; and

WHEREAS, the governing boards for each Party find that the provisions contained within this Agreement are in the best interests of their respective Towns, and further the intent of the Intergovernmental Cooperation Act to foster intergovernmental cooperation to gain efficiencies in operations while enhancing services for residents, owners, visitors and businesses.

NOW THEREFORE, the Parties agree as follows:

- 1) Regulatory Authorization. As of the Effective Date, the Indian Shores police department is authorized to, and shall serve as, the police department of the Town of Redington Shores.
- 2) Scope of Services: With the exception of code enforcement services which are provided by the Pinellas County Sheriff, Indian Shores shall provide all law enforcement services to Redington Shores within the jurisdictional dry and submerged lands of the Town, including:
 - Enforcing all state and federal criminal laws,
 - Patrolling of the streets, beach, and shoreline areas of Redington Shores,
 - Receiving and responding to calls of emergency and non-emergency law enforcement services from Redington Shores residents, owners, visitors, and businesses,
 - Making arrests and issuing citations under Florida criminal law, and all applicable Pinellas County or Redington Shores codes,
 - Applying such intra-agency agreements addressing mutual aid and emergency responses as the Town of Indian Shores may from time to time enter with other law enforcement or public safety agencies,
 - Coordinating with Redington Shores staff regarding law enforcement presence at Redington Shores annual or special events and official Town meetings,
 - Coordinating with the Redington Shores Town Attorney where legal interpretation of that Town's Code is required or desired by Indian Shores police, and
 - Testifying at any administrative, quasi-judicial, or judicial proceeding which requires the testimony of the police department.
- 3) Involvement of Redington Shores in Law Enforcement: The Parties agree that the provision of law enforcement services under this Agreement shall be by the Indian Shores police department, as directed by that department's chain of command, and applying all federal and state law enforcement laws, standards and regulations which, in the sole judgment of Indian Shores, may be applicable. No Redington Shores Commissioner or employee may

give direction to Indian Shores or any member of its police department as to the conduct of law enforcement operations which shall be conducted solely in the manner determined by Indian Shores police department.

- 4) Staffing and Resources: The staffing and resources of the Indian Shores police department shall be that as is determined by the Indian Shores Council, in consultation with its Police Chief, determines is necessary to provide the services required under this Agreement. Redington Shores shall have no authority over staffing levels, assignments, shifts or other personnel issues, nor over the vehicles, communication systems, uniforms, or other equipment or resources of the Indian Shores police department.
- 5) Records Compliance/Retention: The Town of Indian Shores, through its police department, shall be the custodian of all records related to its provision of the services under this Agreement and shall ensure such records are maintained and disclosed as it determines is required by the Florida Public Records Act, and its related records retention schedule. Upon termination of this Agreement, all Redington Shores records in the custody or control of the Indian Shores police department shall be returned to the Redington Shores Town Clerk or successor law enforcement agency upon request.
- 6) Regulatory Authority and Personnel Supervision: When providing service to Redington Shores, the Indian Shores police department, through and under the direction of its Chief of Police and any subordinate Officers and command staff shall independently exercise their authority, as may be set forth in applicable constitutional provisions, the Florida Criminal Code, and any applicable regulatory or professional standards. In the event any Redington Shores official determines that the performance of the Indian Shores police department or any employee therein (be it regulatory, customer service-related, or otherwise) should be addressed, that official shall raise the matter with the Indian Shores Police Chief, who would provide such action or response as that official deems necessary and appropriate. Indian Shores police department employees shall, at all times, be and remain employees of Indian Shores.
- 7) Compliance with Laws: Indian Shores shall ensure that its sworn law enforcement personnel who are subject to state licensure have and maintain all required licenses to perform their work for Redington Shores. The services provided under this Agreement shall be provided in accordance with all applicable federal, state and local laws.
- 8) Compensation: In consideration of Indian Shores' provision of the services set forth herein, Redington Shores shall pay Indian Shores **\$681,471** annually, to be paid in equal monthly installments on or before the 15th day of each month of the Term of this Agreement. In addition to this payment, Indian Shores shall be entitled to recover and retain any fees imposed upon conviction as provided for in Florida Statutes § 943.14. In the event Indian Shores desires to request an increase in the annual fee set forth in this section, it may at any time present such request and any supporting justifications to Redington Shores. Should the Redington Shores Commission agree on an increase in the annual fee, such increase will be reflected in an Amendment to this Agreement as provided for in section 18 of this Agreement. To allow the Parties to conduct their respective annual budget development process, annual fee increase requests should, wherever practicable, be submitted by Indian

Shores to Redington Shores by April 1st of each year, with Redington Shores asked to act on any such request by July 1st of the same year.

- 9) Term and Termination: Notwithstanding the actual date(s) of approval by the governing boards of the Parties, this Agreement shall begin on the Effective Date, and shall continue in effect until terminated by either Party. This Agreement may be terminated by either Party for any or no reason upon the terminating Party's providing the non-terminating Party 120-days written notice, which notice period is designed to allow for an orderly transition away from the arrangement established by this Agreement.
- 10) Notices: Notices required or provided under this Agreement regarding change, or revisions, amendments, deletions shall be addressed as follows:

If to Redington Shores:

Town of Redington Shores
Attn: Town Manager
17425 Gulf Blvd
Redington Shores FL 33708

If to Indian Shores:

Town of Indian Shores
Attn: Chief of Police
19305 Gulf Blvd
Indian Shores, FL 33785

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

- 11) Decisional Liability: When the Indian Shores police department's sworn personnel and unsworn staff are exercising their authority or duties under this Agreement, those officials will be deemed to be agents of the Town of Indian Shores. Therefore, any administrative, quasi-judicial, or judicial claims or actions which may arise out of the decisions made or actions taken by such officials, when working within Redington Shores or on Redington Shores cases or investigations, will be defended and resolved by the Town of Indian Shores.
- 12) Indemnification: The Parties agree to indemnify, defend, and hold harmless each other from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the indemnifying Party's performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and only to the extent caused by the negligent acts or omissions of the indemnifying Party's employees or agents. Such indemnification shall not be interpreted as either Party waiving its right to assert the limited waiver of sovereign immunity, and any related procedural or substantive rights the Party may have, as set forth in Florida Statutes § 768.28.
- 13) No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each Party shall be cumulative and either Party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

- 14) This Agreement contains the entire understanding of the Parties and supersedes all prior understandings or agreements, whether oral or written, implied or explicit, between the Parties relating to the subject matter herein.
- 15) This Agreement is governed by Florida law. In the event any litigation between the Parties to construe/enforce the Agreement, the Parties shall bear their own costs and attorney fees.
- 16) 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.
- 17) Should any portion 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.
- 18) This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.
- 19) Pursuant to Florida Statutes § 163.01(11), Florida Statutes, this Agreement shall be effective upon the filing of a fully executed copy of the Agreement with the Clerk of the Circuit Court of Pinellas County, Florida. The Parties agree that the Town of Redington Shores shall file the Agreement, and shall provide a copy of the recorded Agreement to the Indian Shores Town Clerk.

IN WITNESS WHEREOF, the governing boards of the Parties have approved this Agreement and have caused it to be duly executed.

TOWN OF REDINGTON SHORES

TOWN OF INDIAN SHORES

By: _____
Tom Kapper, Mayor

By: _____
Diantha Schear, Mayor

ATTEST:

By: _____
Freddie Lozano, Town Clerk

APPROVED AS TO FORM:

By: _____
Daniel P. Lewis, Interim Town Attorney