

**AGREEMENT FOR ADVERTISING  
FOR BEACH TROLLEY SERVICE**

**THIS AGREEMENT** ("Agreement"), is made and entered into on the 26<sup>th</sup> of January, 2010, by and between the Anna Maria Island Chamber of Commerce, Inc., a Florida non-profit corporation (hereinafter the "Chamber") and Manatee County, a political subdivision of the State of Florida (hereinafter the "County").

**WITNESSETH**

**WHEREAS**, the County operates a transit system to facilitate the transportation needs of the citizens and business community of the County; and

**WHEREAS**, the County owns and has operated several trolleys to serve the businesses and visitors to its beach communities (the "Trolley Service"); and

**WHEREAS**, the Trolley Service is a major attractor to, and provides mobility to, the tourist patrons of the business community represented by the Chamber; and

**WHEREAS**, as currently operated, the Trolley Service operates at a significant operating loss for the County; and

**WHEREAS**, in order to provide additional revenue to facilitate the operation of the Trolley Service and to promote tourism in and to the beach communities and the County at large, the County wishes to appoint the Chamber as the operator of an advertising program for the sale or lease of advertising space on the trolleys used in the Trolley Service, subject to the terms and conditions set forth herein; and

**WHEREAS**, the County does not, by authorizing the beach trolley advertising program, intend to create a forum for commercial or other speech but rather expressly will not allow its trolleys to be so designated or used.

***NOW, THEREFORE, the County and the Chamber, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:***

**1. ADVERTISING PROGRAM AUTHORIZED**

The County authorizes the sale/lease of suitable spaces in and on all trolleys used in providing the Trolley Service. The County authorizes the Chamber to develop and administer this program. In doing so, the Chamber shall be free to develop such means and methods as it deems to be the most financially prudent. However, as to the actual physical installation and removal of advertising materials in or on the trolleys, the Chamber shall work with the County's Transit Division Manager and shall use, and ensure all contractors or other agents use, only such installation and removal techniques and materials as are pre-approved by the County's transit manager.

In authorizing the Chamber to administer this program, the County does not seek review of, and does not desire to have authority to pre-approve, the content of any advertising it may sell or lease under this program. Rather, the County will rely on the sound judgment of the Chamber to ensure the content of any such advertising is of the type and nature as would be in accord with the residents, businesses and visitors served by the Trolley Service. The Chamber shall place first priority upon, and give first preference to, the sale or leasing of advertising space for the purpose of promoting tourism, including without limitation the advertising of tourist related businesses.

## **2. SALES REVENUES**

All revenues derived by the Chamber from the sale or lease of advertising space shall be placed in a separate interest bearing account, such revenues and all interest earnings thereon to be treated as "Sales Revenues" pursuant to this Agreement. The Chamber shall pay on a quarterly basis, beginning on the first Monday of June, 2010 (or on such other increments and on such dates as the County Administrator and Chamber officials may mutually agree), one hundred percent (100%) of Sales Revenues (excluding advertisers deposits and set-up costs paid by advertisers) until it has paid to the County annually an amount equal to sixty thousand dollars (\$60,000) (the "County Revenue Share"). In any calendar year in which such Sales Revenues are insufficient to pay the entire County Revenue Share, (i) so long as the Chamber pays one hundred percent of such available Sales Revenues as partial payment of the County Revenue Share, no additional sums shall be paid by the Chamber from Sales Revenues or the Chamber's own funds, and (ii) the County Revenue Share for subsequent calendar years shall not be increased to reflect insufficiencies in prior calendar years.

In each calendar year, once the Chamber has paid the County Revenue Share, the Chamber may transfer the additional Sales Revenues received in such calendar year to its own operating accounts as compensation to the Chamber (the "Chamber Revenue Share"). The County shall not be required to pay any compensation to the Chamber (other than the Chamber Revenue Share retained by the Chamber from surplus Sales Revenues, if any) or its agents for the operation of the program or any costs or expenses incurred in connection therewith. Nor shall the County, by reason of this Agreement, be obligated to budget, appropriate or pay County funds for the operation of the Trolley Service.

The trolleys are currently equipped with containers wherein riders are asked to make donations to offset the County's operation costs for the Trolley Service. The County shall continue to monitor these donation containers, and the amount of total donations made at the end of each County fiscal year shall be credited to the Chamber's payment of the County Revenue Share in the following calendar year (the initial County Revenue Share for 2010 not to be adjusted to reflect the donations received in County fiscal year 2008/09). The County's records of such donations shall be available for inspection by the Chamber at any reasonable time upon request.

## **3. ADMINISTRATION**

The Chamber may administer this program itself, or by the use of one or more contracting agents. However, the use of such contracting agents by the Chamber shall not operate as an assignment of its rights or responsibilities under this Agreement. To the extent the Chamber makes use of such contracting agents, the Chamber shall provide copies of any subcontract agreements to the County Administrator upon execution, and shall provide the County Administrator and County's transit division manager with all contact information of the person designated by the Chamber to coordinate the program. Any

subcontracting or other agreements the Chamber may enter pursuant to this program shall not name the County as a party. The Chamber shall make all such agreements and related records available for inspection as otherwise may be required by law.

The Chamber shall keep and maintain financial records related to the operation of the program in accordance with generally accepted accounting principles, and shall allow the County or its agents to review and audit same at any time upon reasonable notice. The Chamber shall make all such records available for inspection as otherwise may be required by law. The Chamber shall be responsible for any governmental/regulatory fees or taxes associated with the program.

#### **4. DURATION AND TERMINATION**

This Agreement shall remain in effect for an initial term of two (2) years, with one option to renew, exercisable by the County Administrator of the County and the chairman of the Chamber, for two (2) years (for a total of four (4) years). Either party may upon giving notice ninety (90) calendar days prior to the expiration of the first two (2) year term, elect to not renew this Agreement without cause for any reason. The Chamber will ensure that any and all contracts it enters into with contracting agents and advertisers are subject to the County's right of termination pursuant to this paragraph.

Upon termination, the Chamber shall provide a final accounting to the County, and make all final payments then due to the County under the terms of the Agreement.

Additionally, within twenty (20) business days after the effective date of termination, or such longer period as agreed by the County, the Chamber shall ensure that all remaining advertising materials are safely and properly removed from the trolleys pursuant to the removal methods approved by the County. Should the Chamber fail to ensure the proper removal of such items, or fail to use County approved removal methods resulting in trolley damage, the Chamber shall bear the County's actual costs associated with removal of the materials and/or repair of any resulting damage.

#### **5. INDEMNIFICATION AND THIRD PARTY BENEFICIARY**

To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement.

#### **6. CATASTROPHIC EVENTS.**

No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a 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.

**7. NOTICES.**

All notices, comments, consents, objections, approvals, waivers, and elections which any party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed herein.

To the County:                    Ralf Heseler  
    Manatee County Transit Manager  
    1108 26<sup>th</sup> Ave. E.  
    Bradenton, FL 34208  
    (941) 747-8621 (office)  
    (941) 708-7464 (fax)

To the Chamber:                 David Teitelbaum  
    Anna Maria Island Resorts  
    115 Third Street South  
    Bradenton Beach, FL 34217  
    (941) 778-0156 (office)  
    (941) 778-5210 (fax)

**8. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.**

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.

**9. CONSTRUCTION.**

A. Entire Agreement: This Agreement represents the full agreement of the parties.

B. Equal Construction: Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

C. Headings and Captions: The headings and captions of articles, sections, and paragraphs used in this 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 be taken into consideration in interpreting this Agreement.

**10. AMENDMENTS; WAIVERS; ASSIGNMENT.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by the Chamber.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**11. VALIDITY.**

Each of the County and Chamber represents and warrants to the other its respective authority to enter into this Agreement.

**12. SEVERABILITY.**

The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**13. GOVERNING LAW; VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**14. REMEDIES.**

Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

**15. ATTORNEYS FEES AND COSTS.**

Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

**16. EFFECTIVE DATE.**

This Agreement shall take effect as of the date set forth above.

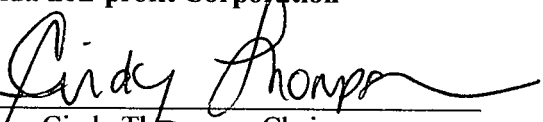
*WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.*

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

By: Board of County Commissioners

By:   
\_\_\_\_\_  
Ed Hunzeker, County Administrator

**ANNA MARIA ISLAND  
CHAMBER OF COMMERCE, INC., a  
Florida non-profit Corporation**

By:   
\_\_\_\_\_  
Cindy Thompson, Chairman

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**WITNESSETH**

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**WHEREAS**, the County owns and has operated several trolleys to serve the businesses and visitors to its beach communities (the “Trolley Service”); and

**WHEREAS**, the Trolley Service is a major attractor to, and provides mobility to, the tourist patrons of the business community represented by the Chamber; and

**WHEREAS**, as currently operated, the Trolley Service operates at a significant operating loss for the County; and

**WHEREAS**, in order to provide additional revenue to facilitate the operation of the Trolley Service and to promote tourism in and to the beach communities and the County at large, the County wishes to appoint the Chamber as the operator of an advertising program for the sale or lease of advertising space on the trolleys used in the Trolley Service, subject to the terms and conditions set forth herein; and

**WHEREAS**, the County does not, by authorizing the beach trolley advertising program, intend to create a forum for commercial or other speech but rather expressly will not allow its trolleys to be so designated or used.

***NOW, THEREFORE, the County and the Chamber, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:***

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rights or responsibilities under this Agreement. To the extent the Chamber makes use of such contracting agents, the Chamber shall provide copies of any subcontract agreements to the County Administrator upon execution, and shall provide the County Administrator and County's transit division manager with all contact information of the person designated by the Chamber to coordinate the program. Any subcontracting or other agreements the Chamber may enter pursuant to this program shall not name the County as a party. The Chamber shall make all such agreements and related records available for inspection as otherwise may be required by law.

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or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

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## 9. CONSTRUCTION.

A. Entire Agreement: This Agreement represents the full agreement of the parties.

B. Equal Construction: Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

C. Headings and Captions: The headings and captions of articles, sections, and paragraphs used in this 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 be taken into consideration in interpreting this Agreement.

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A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by the Chamber.

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*WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.*

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

By: Board of County Commissioners

**ANNA MARIA ISLAND  
CHAMBER OF COMMERCE, INC., a  
Florida non-profit Corporation**

By: \_\_\_\_\_  
Ed Hunzeker, County Administrator

By: \_\_\_\_\_  
Cindy Thompson, Chairman

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**Deleted:** to any other person or entity without the express prior approval of the County

The Chamber shall keep and maintain financial records related to the operation of the program in accordance with generally accepted accounting principles, and shall allow the County or its agents to review and audit same at any time upon reasonable notice. The Chamber shall make all such records available for inspection as otherwise may be required by law. The Chamber shall be responsible for any governmental/regulatory fees or taxes associated with the program.

#### 4. DURATION AND TERMINATION

This Agreement shall remain in effect for an initial term of two (2) years, with one option to renew, exercisable by the County Administrator of the County and the chairman of the Chamber, for two (2) years (for a total of four (4) years). Either party may upon giving notice ninety (90) calendar days prior to the expiration of the first two (2) year term, elect to not renew this Agreement without cause for any reason. The Chamber will ensure that any and all contracts it enters into with contracting agents and advertisers are subject to the County's right of termination pursuant to this paragraph.

**Deleted:** thirty (30)

**Deleted:** notice

**Deleted:** terminate

**Deleted:** upon breach of any material obligation under this Agreement by the other party

Upon termination, the Chamber shall provide a final accounting to the County, and make all final payments then due to the County under the terms of the Agreement.

Additionally, within twenty (20) business days after the effective date of termination, or such longer period as agreed by the County, the Chamber shall ensure that all remaining advertising materials are safely and properly removed from the trolleys pursuant to the removal methods approved by the County. Should the Chamber fail to ensure the proper removal of such items, or fail to use County approved removal methods resulting in trolley damage, the Chamber shall bear the County's actual costs associated with removal of the materials and/or repair of any resulting damage.

#### 5. INDEMNIFICATION AND THIRD PARTY BENEFICIARY

To the extent permitted by law, (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein), each of the parties hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement.

**Deleted:** The Parties agree to indemnify and hold each other harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying Party's own, or its agents' own negligent or wrongful acts or omissions, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County for any matter for which sovereign immunity may be applicable. 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.

**Deleted:** ;

**Deleted:** ;

#### 6. CATASTROPHIC EVENTS.

No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a 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.

**7. NOTICES.**

All notices, comments, consents, objections, approvals, waivers, and elections which any party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed herein.

To the County: Ralf Hessler  
Manatee County Transit Manager  
1108 26<sup>th</sup> Ave. E.  
Bradenton, FL 34208  
(941) 747-8621 (office)  
(941) 708-7464 (fax)

To the Chamber: David Teitelbaum  
Anna Maria Island Resorts  
115 Third Street South  
Bradenton Beach, FL 34217  
(941) 778-0156 (office)  
(941) 778-5210 (fax)

Formatted: Superscript

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**8. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.**

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.

**9. CONSTRUCTION.**

A. Entire Agreement: This Agreement represents the full agreement of the parties.

B. Equal Construction: Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

C. Headings and Captions: The headings and captions of articles, sections, and paragraphs used in this 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 be taken into consideration in interpreting this Agreement.

**10. AMENDMENTS; WAIVERS; ASSIGNMENT.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by the Chamber.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**11. VALIDITY.**

Each of the County and Chamber represents and warrants to the other its respective authority to enter into this Agreement.

**12. SEVERABILITY.**

The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**13. GOVERNING LAW; VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**14. REMEDIES.**

Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

15. **ATTORNEYS FEES AND COSTS.**

Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

16. **EFFECTIVE DATE.**

Deleted: 1

This Agreement shall take effect as of the date set forth above.

*WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.*

**MANATEE COUNTY, a political subdivision  
of the State of Florida**  
By: Board of County Commissioners


**ANNA MARIA ISLAND  
CHAMBER OF COMMERCE, INC., a  
Florida non-profit Corporation**

By: \_\_\_\_\_  
Ed Hunzeker, County Administrator

By: \_\_\_\_\_  
Cindy Thompson, Chairman

Revised Copy

**MANATEE COUNTY GOVERNMENT**  
**AGENDA MEMORANDUM**

<b>SUBJECT</b>	Agreement for financial support for the Manatee County Beach Trolley	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	January 26, 2010	<b>DATE SUBMITTED/REVISED</b>	January 25, 2010
<b>BRIEFINGS? Who?</b>	N/A	<b>CONSEQUENCES IF DEFERRED</b>	Loss of revenue for trolley operations
<b>DEPARTMENT/DIVISION</b>	County Administrators Office	<b>AUTHORIZED BY TITLE</b>	Karen Windon, Deputy County Administrator
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Karen Windon, ext 3799	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Dan Schlandt, Deputy County Administrator, ext 3732
<b>ADMINISTRATIVE APPROVAL</b>			

**ACTION DESIRED**  
**INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED**

Motion to approve the agreement for advertising for beach trolley service, and to authorize the County Administrator to execute same.

**ENABLING/REGULATING AUTHORITY**  
**Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy**

**APPROVED IN OPEN SESSION**

JAN 26 2010

**BACKGROUND/DISCUSSION**

**BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA**

- The Manatee County Beach Trolley program has been extremely well received by island visitors and residents, and the Anna Maria Island Chamber has requested that this valuable resource continue. As currently operated, the beach trolley operation operates at an operating loss for the County.
- To maintain the beach trolley service, the County, Chamber, municipalities within the County and other stakeholders have explored various ideas to support the operational costs of the trolley system, and during these conversations the Chamber suggested leasing advertising space in and on the trolleys. The Chamber has also agreed to administer the advertising space lease program as an efficiency to the Transit system.
- To that end the Chamber will develop and administer a program for the sale or lease of suitable spaces in and on all trolleys Manatee County owns and operates on the beach.
- The Chamber will work with the Transit Division Manager to facilitate the physical installation and removal of advertising materials in or on the trolleys. The County will rely on the judgment of the Chamber to ensure the content of advertising is consistent with the ambience of the island communities.
- The Chamber will pay the County 100% of sales revenues until it has paid to the County annually the sum of \$60,000. The Chamber will retain sales revenues in excess of that amount as a program administration fee.
- Donations received in the donation containers installed on the trolleys will offset the subsequent year's contribution by the Chamber.
- The Chamber requires a two-year commitment to the program by the County in order to effectively market the advertising space, which could require the County to continue to allow the Chamber to operate the program notwithstanding that sales revenues are insufficient to make up shortfalls in operating revenues for the trolley.

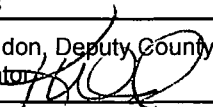
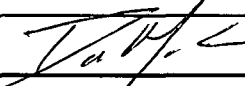
**COUNTY ATTORNEY REVIEW**

<b>Check appropriate box</b>	
<input checked="" type="checkbox"/>	<b>REVIEWED</b> Written Comments: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Available from Attorney (Attorney's initials: WEC)
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
<input type="checkbox"/>	<b>OTHER –</b>

<b>ATTACHMENTS: (List in order as attached)</b>		<b>INSTRUCTIONS TO BOARD RECORDS:</b>	
Agreement executed by the Anna Maria Island Chamber		Please return executed copy of Agreement to Karen Windon.	
<b>COST:</b>	None	<b>SOURCE (ACCT # &amp; NAME):</b>	
<b>COMMENTS:</b>		<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

Replaced

**MANATEE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

<b>SUBJECT</b>	Agreement for financial support for the Manatee County Beach Trolley	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	January 26, 2010	<b>DATE SUBMITTED/REVISED</b>	January 19, 2010
<b>BRIEFINGS? Who?</b>	N/A	<b>CONSEQUENCES IF DEFERRED</b>	Loss of revenue for trolley operations
<b>DEPARTMENT/DIVISION</b>	County Administrators Office	<b>AUTHORIZED BY TITLE</b>	Karen Windon, Deputy County Administrator 
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Karen Windon, ext 3799	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Dan Schlandt, Deputy County Administrator, ext 3732
<b>ADMINISTRATIVE APPROVAL</b>			

**ACTION DESIRED**

**INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED**

Motion to approve the Agreement for Financial Support for the Manatee County Beach Trolley, and to authorize the County Administrator to execute same.

**ENABLING/REGULATING AUTHORITY**

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

APPROVED IN OPEN SESSION

JAN 26 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

**BACKGROUND/DISCUSSION**

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COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input checked="" type="checkbox"/>	<b>REVIEWED</b> Written Comments: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
	<b>OTHER –</b>

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
Agreement executed by the Anna Maria Island Chamber County Attorney review dated 1/12/2010		Please return executed copy of Agreement to Karen Windon.	
<b>COST:</b>	None	<b>SOURCE (ACCT # &amp; NAME):</b>	
<b>COMMENTS:</b>		<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

**Maggie Hamilton**

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**From:** marianne.lopata@mymanatee.org  
**Sent:** Tuesday, January 26, 2010 11:19 AM  
**To:** david@teitelbaumdevelopers.com  
**Cc:** dan.schlandt@mymanatee.org  
**Subject:** Trolley Agreement  
**Attachments:** Trolley Ad Agreement Draft IV.doc

David, attached is the final version of the agreement between the County and Anna Maria Island Chamber of Commerce as prepared by the County Attorney's office. Please print out two copies for signature. Once the originals are signed please return both to the County Administrator's office for execution by Mr. Hunzeker. An original, fully executed copy will be returned to you.

If you have any questions please contact me.

Thank you,  
Marianne Lopata  
Agenda Coordinator  
County Administrator's Office  
Phone: (941) 745-3724; Fax: (941) 745-3790  
E-mail: marianne.lopata@mymanatee.org