



[www.mymanatee.org](http://www.mymanatee.org)

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

2017 Recess Agenda

Accepted & Approved in Open Session  
7/25/17,  
Manatee County Board of County  
Commissioners

BOARD OF COUNTY COMMISSIONERS

Convention and Visitors Bureau

1. Regatta Agreement - Amendment Four \* Clague

Attachment: Co Atty Memo - Regatta Agree 4.pdf

Attachment: Executed Regatta Agreement - Amendment 4.pdf

Financial Management

2. Change Order 1 to Agreement 15-2259CD, 44th Avenue East Roadway Project from 19th Street Court East to 30th Street East

Attachment: Attachment1.44th Av.memo.pdf

Attachment: Attachment 2 - 44th Ave - Executed CO 1.pdf

Parks and Natural Resources

3. Florida Power and Light Underground Distribution Facilities Installation Agreement for the Pump Station at Manatee County Golf Course for Property located at 6415 53rd Avenue West, Bradenton \* Palmer

Attachment: APPROVED\_5-23-17\_Irrigation Easement for MGC.pdf

Attachment: RLS 15-092\_FPL Agreement.pdf

Attachment: FPL Agreement\_MGC Irrigation.pdf

Attachment: Underground Distribution Facilities Installation Agreement.pdf

4. Suncoast Campaign for Grade-Level Reading Agreement \* Clague

Attachment: RLS-2017-0284\_Suncoast Campaign for Grade-Level Reading.pdf

Attachment: Executed Agreement - Suncoast Campaign for Grade-Level Reading.pdf

July 25, 2017 - Regular Meeting  
Agenda Item #15

Subject

Recess Agenda (June 21-July 21, 2017)

Briefings

None

Contact and/or Presenter Information

Diane Vollmer, Agenda Coordinator, ext. 3724

Action Requested

Accept the actions taken on behalf of the Board of County Commissioners by the County Administrator or designee during the period of June 21-July 21, 2017, pursuant to Resolution R-09-161.

Enabling/Regulating Authority

Resolution R-09-161

Background Discussion

- The Board has adopted Resolution R-09-161 to provide for limited and temporary delegation of authority to the County Administrator and County Attorney during extended periods, consisting of fourteen calendar days or more, without scheduled meetings.
- Matters requiring approval and authorization may arise and the Board, to the extent possible, wishes to maintain continuity in the routine business of Manatee County and to avoid delay in the furnishing of programs and services.
- Actions taken during the specified period are attached to this memo and made part of the record through approval of this agenda item.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Incorporate documents into the official record.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Recess Agenda and Supporting Materials.pdf](#)

July 25, 2017 - Regular Meeting  
Agenda Item #15

Accepted & Approved in Open Session  
7/25/17,  
Manatee County Board of County  
Commissioners

Subject

Recess Agenda (June 21-July 21, 2017)

Briefings

None

Contact and/or Presenter Information

Diane Vollmer, Agenda Coordinator, ext. 3724

Action Requested

Accept the actions taken on behalf of the Board of County Commissioners by the County Administrator or designee during the period of June 21-July 21, 2017, pursuant to Resolution R-09-161.

Enabling/Regulating Authority

Resolution R-09-161

Background Discussion

- The Board has adopted Resolution R-09-161 to provide for limited and temporary delegation of authority to the County Administrator and County Attorney during extended periods, consisting of fourteen calendar days or more, without scheduled meetings.
- Matters requiring approval and authorization may arise and the Board, to the extent possible, wishes to maintain continuity in the routine business of Manatee County and to avoid delay in the furnishing of programs and services.
- Actions taken during the specified period are attached to this memo and made part of the record through approval of this agenda item.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Incorporate documents into the official record.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Recess Agenda and Supporting Materials.pdf](#)

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

**2017 Recess Agenda**  
Agenda Item #1

Approved on July 11, 2017,  
pursuant to Resolution R-09-161

**Subject**

Regatta Agreement - Amendment Four

**Briefings**

None

**Contact and/or Presenter Information**

Presenter: Elliott Falcione, Executive Director, CVB

Contact: Monica Luff, Sr. Admin. Specialist, CVB

**Action Requested**

Approval and authorization for the County Administrator to execute Amendment Four to the Reimbursement Agreement with the City of Bradenton for reimbursement of expenditures up to \$200,000 per year for up to a total of five (5) years (to June 24, 2019) for the Bradenton Area Regatta.

**Enabling/Regulating Authority**

Manatee Code of Laws 2-29-25 Tourist Development Plan

F.S.S. 125.0104 Authorized uses of Resort Tax Funds

**Background Discussion**

- Initially, a 3 year agreement with the Bradenton Downtown Development Authority (DDA) was approved by the Board of County Commissioners on June 3, 2014, for expenditures for the Bradenton Area Regatta. It was amended June 9, 2015 (increased amount of reimbursement to \$155,000 per year), October 6, 2015 (increased amount of reimbursement to \$180,000 per year with CVB expending up to \$20,000 per year to advertise/promote the Regatta), and August 23, 2016 (changed name of sponsor from Bradenton DDA to City of Bradenton; extended the duration of the initial agreement to June 24, 2017, reflecting the exercise of the 2 options to extend under the original agreement; and added 2 additional options to extend for an additional year for a grand total of five years).
- The CVB's FY 2017/2018 budget already includes approved funding for the 2018 Regatta.
- Both the City of Bradenton and the City of Palmetto approved hosting the Regatta on February 3, 2018.
- This Amendment will
  - allow additional reimbursement up to \$20,000 per year to the City so the Promoter can market/promote the 2018 Regatta instead of CVB placing the ads and promotions; (in the past, the CVB expended \$20,000 per year to advertise/promote the Regatta). This increases the reimbursement to the City to \$200,000 per year instead of \$180,000.

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

- allow the County to exercise the option of extending the agreement an additional year, leaving one option remaining to extend for an additional year in 2018.
- Attendance is estimated at 80,000 with an estimated economic impact of \$8 million to the urban core.
- All funds involved are tourism taxes, NOT ad valorem taxes.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

This item was approved on July 11, 2017, pursuant to Resolution R-09-161.

July 11, 2017:

- One signed agreement sent to Monica Luff, CVB.
- Copy of approved agenda memo to [monica.luff@mymanatee.org](mailto:monica.luff@mymanatee.org), [eva.galler@mymanatee.org](mailto:eva.galler@mymanatee.org), [budget@mymanatee.org](mailto:budget@mymanatee.org)

Cost and Funds Source Account Number and Name

1030002202 CVB Promotions

Amount and Frequency of Recurring Costs

Up to \$200,000/year for up to a total of five (5) years (to June 24, 2019)

Attachment: Co Atty Memo - Regatta Agree 4.pdf

Attachment: Executed Regatta Agreement - Amendment 4.pdf

## Monica Luff

---

**From:** William Clague  
**Sent:** Friday, June 23, 2017 2:35 PM  
**To:** Monica Luff  
**Cc:** Mitchell Palmer; Alex Nicodemi; Elliott Falcione  
**Subject:** Regatta Agreement Amendment Four; RLS-2017-0318

Monica:

Pursuant to the above Request for Legal Services you have asked this office to review a Fourth Amendment (Amendment) to the existing agreement between the County and the City of Bradenton to fund the Bradenton Area River-Fest Regatta. I provide the following advice in response:

1. The Amendment follows the standard form previously approved by this office.
2. The Amendment includes "strike-through" language in the restated provision that is being amended. Because the Amendment provides for the provision to "read in its entirety" as set forth in the Amendment, this strike-through language should be deleted.

Subject to the inclusion of the above revision, I have no objection from a legal standpoint to the Amendment being scheduled for consideration by the Board. I express no opinion as to the business judgment of entering into the Amendment.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague  
Assistant County Attorney  
Manatee County, Florida  
ph. 941-745-3750  
fx. 941-749-3089  
[william.clague@mymanatee.org](mailto:william.clague@mymanatee.org)



**AMENDMENT FOUR TO  
REIMBURSEMENT AGREEMENT FOR  
PROMOTION OF TOURISM  
(RIVER-FEST REGATTA EVENT)**

**THIS AMENDMENT FOUR TO REIMBURSEMENT AGREEMENT FOR PROMOTION OF TOURISM (RIVER-FEST REGATTA EVENT)** (“Amendment”), is made and entered into as of \_\_\_\_\_, 2017, by and between the **City of Bradenton**, a municipal corporation of the State of Florida (hereinafter “Sponsor”) and **Manatee County**, a political subdivision of the State of Florida (hereinafter the “County”).

**WITNESSETH**

**WHEREAS**, the County has established a Convention and Visitors Bureau for Manatee County to promote travel and tourism to, and events in, the County, through among other things, the use of proceeds of the County’s tourist development tax in the manner contemplated in Section 125.0104, Florida Statutes and other legally available funds of the County; and

**WHEREAS**, Sponsor and the County entered into a Reimbursement Agreement for Promotion of Tourism (as amended, hereinafter “Agreement”) for the “Bradenton Area River-Fest Regatta” (hereinafter “Event”) operated by Sponsor beginning in 2014; and

**WHEREAS**, the Event has served, and will continue to serve, as an attractor for travel and tourism to Manatee County; and

**WHEREAS**, pursuant to the Agreement, the County supports the Event to enhance travel and tourism to the County, by reimbursing Sponsor for a portion of the costs of organizing, promotion and staging of the Event in the manner set forth herein; and

**WHEREAS**, the parties wish to amend the Agreement as provided in this Amendment.

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

**1. AMENDMENT OF AGREEMENT.** The Agreement is hereby amended as follows:

A. Amendment of Section 2. Reimbursement: The first paragraph of Section 2. Reimbursement, of the Agreement is hereby amended to read in its entirety as follows:

The County shall reimburse Sponsor for Reimbursable Costs, in an aggregate amount not to exceed ~~one hundred and eighty~~ two hundred thousand dollars ~~(\$180,000)~~ (\$200,000) subject to the following provisions.

Page 5 of 80

B. Replacement of Exhibit "B": Exhibit "B" to the Agreement is hereby replaced with Exhibit "B" attached hereto and incorporated herein by reference.

**2. ADJUSTMENT OF DURATION OF AGREEMENT.** The first sentence of Section 4 ("Duration and Termination") of the Agreement is hereby amended to extend the duration of the Agreement to June 24, 2018 (reflecting the exercise of the two options to extend under the original Agreement), with one additional option remaining to extend for an additional year, for a total of five (5) years.

**3. ALL OTHER PROVISIONS UNAFFECTED.** All provisions of the Agreement (and its exhibits) not expressly amended hereby shall remain unaffected by this Amendment, and in full force and effect as they are set forth in the Agreement.

**4. VALIDITY.** Each of the parties hereto represents and warrants to the others its respective authority to enter into this Amendment.

**5. SEVERABILITY.** The provisions of this Amendment are declared by the parties hereto to be severable. In the event any term or provision of this Amendment 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 Amendment; provided, however, if any term or provision of this Amendment 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.

**6. EFFECTIVE DATE.** This Amendment shall take effect as of the date of execution by all parties.

[signature page to follow]

*WHEREFORE, the parties hereto have executed this Amendment 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

**CITY OF BRADENTON, a municipal  
corporation of the State of Florida**

By: \_\_\_\_\_  
Mayor/Pro Tem

ATTEST: Sharon Beauchamp, City Clerk

\_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF EVENT**

**2016 BRADENTON AREA RIVERWALK REGATTA**  
**SATURDAY, FEBRUARY 6, 2016 3, 2018**

7 a.m. to 10:00 a.m.	DeSoto Little Anglers Fishing Tournament <i>Palmetto Pier</i>
8 a.m. to 11:00 a.m.	St. Stephen's 5K Run <i>Starts Downtown Bradenton to Palmetto and back</i>
10 a.m. to 6:30 p.m.	<b><u>BRADENTON RIVERWALK FESTIVITIES</u></b> World Champion Frisbee Dogs Show World Champion BMX Stunt Show World Champion "XPOGO" Show Family Fun Zone – Bright House/Pittsburgh Pirates Area Food Festival Riverwalk Art Gallery Row- Manatee County Arts Center
11 a.m. to 6:30 p.m.	<b><u>RIVERWALK CONCERTS- TBA</u></b> <i>At Main Stage behind Riverwalk Splash Pad</i>
11 a.m. to 6 p.m. Noon to 1:00 p.m. 1:00 p.m. to 2:00 p.m. 2 p.m. to 3:30 pm	<b><u>MANATEE RIVER FESTIVITIES</u></b> Formula 2 PowerBoat Qualifying Formula 2 PowerBoat Division 2 Races HydroCross Jet Ski - Qualifying Florida Winter Championship/Mayor's Cup Formula 2 PowerBoat Division 1 Races Formula 2 PowerBoat Florida Championship Zambelli International Fireworks Spectacular Main Street Bradenton Awards/Activity
3:30 to 5 p.m.	
6:30 p.m. 7 p.m. to 10pm	
7a.m. to 6:30pm 11 a.m. to 5 p.m.	<b><u>PALMETTO FESTIVITIES</u></b> HydroCross Jet Ski...Demos/Stunts/Races Florida Winter Championship/Mayor's Cup Guinness World Records <i>At Palmetto Pier</i>
10 a.m. to 6 p.m.	PowerBoat Superleague Official "Dry Pit" <i>PowerBoat Viewing/Open Lawn Access Across from Riverside Boat Ramp</i> Launching of PowerBoats Before qualifying Runs/Riverside Boat Ramp <i>At Regatta Pointe Marina</i> Food Festival Row <i>At Riverside West Park</i> Extreme Sports Zones – Locations TBD Family Fun Zones – Locations TBD Art Gallery Row – Locations TBD
11 a.m. to 6:30 p.m.	<b><u>SUTTON PARK CONCERTS - TBA</u></b>

Page 8 of 80

*\*The above activities are an anticipated list, which can be changed with mutual agreement between the Executive Directors of the Bradenton Area CVB and the Sponsor without amending the exhibit.*

## EXHIBIT "B"

### DESCRIPTION OF PROMOTIONAL SERVICES:

~~ISM/USA will work with the Bradenton Area CVB to regionally market the Event. CVB will expend up to \$20,000 for Advertising, Marketing, and Public Relations efforts including creating awareness via Public Relations and Social Media Platforms pre and day of Event.~~

### DESCRIPTION OF REIMBURSABLE COSTS:

Examples of Reimbursable Costs are as follows, but are not limited to:

#### Development, Coordination, Planning

- Logistics of the event programming
- Crowd control plan/venue layout
- City and government event approval meeting
- Marketing, advertising, promotions and social media planning
- Meeting with all permit agencies and government officials to produce event.

#### Installment Payments

- To various contractors to hold the event such as Zambelli International, Powerboat Super League, show promoters, and concert promoters/talent.
- Schedule of Installment Payments totaling ~~\$180,000~~ \$200,000:
  - July 1, 2017 ~~\$50,000~~ \$50,000
    - Planning/Operations/Public Safety
    - Contracting Deposit – Powerboat Super League (1<sup>st</sup> Deposit)
  - September 1, 2017 ~~\$50,000~~ \$60,000
    - Planning/Operations/Public Safety
    - Contracting Deposit – Zambelli International
  - November 1, 2017 ~~\$50,000~~ \$60,000
    - Planning/Operations/Public Safety
    - National Concert Talent Deposit
    - National BMX Show Deposit
    - National Dog Show Deposit
    - International XPOGO Deposit
    - Powerboat Super League (2<sup>nd</sup> Deposit)
  - ~~January~~ December 1, 2016 \$30,000
    - Planning/Operations/Public Safety (\$10,000)
    - Advertising/Promotions (\$20,000) **Outside of Manatee County**

**AMENDMENT FOUR TO  
REIMBURSEMENT AGREEMENT FOR  
PROMOTION OF TOURISM  
(RIVER-FEST REGATTA EVENT)**

**THIS AMENDMENT FOUR TO REIMBURSEMENT AGREEMENT FOR PROMOTION OF TOURISM (RIVER-FEST REGATTA EVENT)** (“Amendment”), is made and entered into as of July 25, 2017, by and between the **City of Bradenton**, a municipal corporation of the State of Florida (hereinafter “Sponsor”) and **Manatee County**, a political subdivision of the State of Florida (hereinafter the “County”).

**WITNESSETH**

**WHEREAS**, the County has established a Convention and Visitors Bureau for Manatee County to promote travel and tourism to, and events in, the County, through among other things, the use of proceeds of the County’s tourist development tax in the manner contemplated in Section 125.0104, Florida Statutes and other legally available funds of the County; and

**WHEREAS**, Sponsor and the County entered into a Reimbursement Agreement for Promotion of Tourism (as amended, hereinafter “Agreement”) for the “Bradenton Area River-Fest Regatta” (hereinafter “Event”) operated by Sponsor beginning in 2014; and

**WHEREAS**, the Event has served, and will continue to serve, as an attractor for travel and tourism to Manatee County; and

**WHEREAS**, pursuant to the Agreement, the County supports the Event to enhance travel and tourism to the County, by reimbursing Sponsor for a portion of the costs of organizing, promotion and staging of the Event in the manner set forth herein; and

**WHEREAS**, the parties wish to amend the Agreement as provided in this Amendment.

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

Page 10 of 80

**1. AMENDMENT OF AGREEMENT.** The Agreement is hereby amended as follows:

A. Amendment of Section 2. Reimbursement: The first paragraph of Section 2. Reimbursement, of the Agreement is hereby amended to read in its entirety as follows:

The County shall reimburse Sponsor for Reimbursable Costs, in an aggregate amount not to exceed two hundred thousand dollars (\$200,000) subject to the following provisions.

B. Replacement of Exhibit “B”: Exhibit “B” to the Agreement is hereby replaced with Exhibit “B” attached hereto and incorporated herein by reference.

**2. ADJUSTMENT OF DURATION OF AGREEMENT.** The first sentence of Section 4 (“Duration and Termination”) of the Agreement is hereby amended to extend the duration of the Agreement to June 24, 2018 (reflecting the exercise of the two options to extend under the original Agreement), with one additional option remaining to extend for an additional year, for a total of five (5) years.

**3. ALL OTHER PROVISIONS UNAFFECTED.** All provisions of the Agreement (and its exhibits) not expressly amended hereby shall remain unaffected by this Amendment, and in full force and effect as they are set forth in the Agreement.

**4. VALIDITY.** Each of the parties hereto represents and warrants to the others its respective authority to enter into this Amendment.

**5. SEVERABILITY.** The provisions of this Amendment are declared by the parties hereto to be severable. In the event any term or provision of this Amendment 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 Amendment; provided, however, if any term or provision of this Amendment 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.

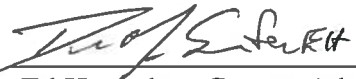
**6. EFFECTIVE DATE.** This Amendment shall take effect as of the date of execution by all parties.

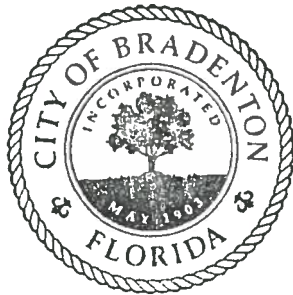
[signature page to follow]

**WHEREFORE, the parties hereto have executed this Amendment 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



**CITY OF BRADENTON, a municipal  
corporation of the State of Florida**

By:   
Mayor/Pro Tem

ATTEST: Sharon Beauchamp, City Clerk





**EXHIBIT “A”  
DESCRIPTION OF EVENT**

**2016 BRADENTON AREA RIVERWALK REGATTA  
SATURDAY, FEBRUARY 3, 2018**

7 a.m. to 10:00 a.m.	DeSoto Little Anglers Fishing Tournament <i>Palmetto Pier</i>
8 a.m. to 11:00 a.m.	St. Stephen’s 5K Run <i>Starts Downtown Bradenton to Palmetto and back</i>
10 a.m. to 6:30 p.m.	<b><u>BRADENTON RIVERWALK FESTIVITIES</u></b> World Champion Frisbee Dogs Show World Champion BMX Stunt Show World Champion “XPOGO” Show Family Fun Zone – Bright House/Pittsburgh Pirates Area Food Festival Riverwalk Art Gallery Row- Manatee County Arts Center
11 a.m. to 6:30 p.m.	<b><u>RIVERWALK CONCERTS- TBA</u></b> <i>At Main Stage behind Riverwalk Splash Pad</i>
11 a.m. to 6 p.m. Noon to 1:00 p.m. 1:00 p.m. to 2:00 p.m. 2 p.m. to 3:30 pm	<b><u>MANATEE RIVER FESTIVITIES</u></b> Formula 2 PowerBoat Qualifying Formula 2 PowerBoat Division 2 Races HydroCross Jet Ski - Qualifying Florida Winter Championship/Mayor’s Cup
3:30 to 5 p.m.	Formula 2 PowerBoat Division 1 Races Formula 2 PowerBoat Florida Championship
6:30 p.m. 7 p.m. to 10pm	Zambelli International Fireworks Spectacular Main Street Bradenton Awards/Activity
7a.m. to 6:30pm 11a.m. to 5 p.m.	<b><u>PALMETTO FESTIVITIES</u></b> HydroCross Jet Ski...Demos/Stunts/Races Florida Winter Championship/Mayor’s Cup Guinness World Records <i>At Palmetto Pier</i>
10 a.m. to 6 p.m.	PowerBoat Superleague Official “Dry Pit” <i>PowerBoat Viewing/Open Lawn Access Across from Riverside Boat Ramp</i> Launching of PowerBoats Before qualifying Runs/Riverside Boat Ramp <i>At Regatta Pointe Marina</i> Food Festival Row <i>At Riverside West Park</i> Extreme Sports Zones – Locations TBD Family Fun Zones – Locations TBD Art Gallery Row – Locations TBD
11a.m. to 6:30 p.m.	<b><u>SUTTON PARK CONCERTS - TBA</u></b>

*\*The above activities are an anticipated list, which can be changed with mutual agreement between the Executive Directors of the Bradenton Area CVB and the Sponsor without amending the exhibit.*

## EXHIBIT "B"

### DESCRIPTION OF REIMBURSABLE COSTS:

Examples of Reimbursable Costs are as follows, but are not limited to:

#### Development, Coordination, Planning

- Logistics of the event programming
- Crowd control plan/venue layout
- City and government event approval meeting
- Marketing, advertising, promotions and social media planning
- Meeting with all permit agencies and government officials to produce event.

#### Installment Payments

- To various contractors to hold the event such as Zambelli International, Powerboat Super League, show promoters, and concert promoters/talent.
- Schedule of Installment Payments totaling \$200,000:
  - July 1, 2017      \$50,000
    - Planning/Operations/Public Safety
    - Contracting Deposit – Powerboat Super League (1<sup>st</sup> Deposit)
  - September 1, 2017      \$60,000
    - Planning/Operations/Public Safety
    - Contracting Deposit – Zambelli International
  - November 1, 2017      \$60,000
    - Planning/Operations/Public Safety
    - National Concert Talent Deposit
    - National BMX Show Deposit
    - National Dog Show Deposit
    - International XPOGO Deposit
    - Powerboat Super League (2<sup>nd</sup> Deposit)
  - December 1, 2017      \$30,000
    - Planning/Operations/Public Safety (\$10,000)
    - Advertising/Promotions (\$20,000) **Outside of Manatee County**

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

**2017 Recess Agenda**

Agenda Item #2

Approved on July 13, 2017,  
pursuant to Resolution R-09-161

**Subject**

Change Order 1 to Agreement 15-2259CD, 44th Avenue East Roadway Project from 19th Street Court East to 30th Street East

**Briefings**

None

**Contact and/or Presenter Information**

Deborah Carey-Reed, Financial Management Department, Procurement Division, Ext. 3074

Jeff Streitmatter, Public Works Department, Project Management Division, Ext. 7335

**Action Requested**

Authorization for the County Administrator or his designee to execute Change Order 1 to Agreement 15-2259CD, 44th Avenue East Road Project from 19th Street Court East to 30th Street East, with E.T. MacKenzie of Florida, Inc., adding 156 calendar days to the construction schedule for a revised completion date of November 30, 2017.

**Enabling/Regulating Authority**

Manatee County Code of Laws

**Background Discussion**

On November 5, 2015, the Board of County Commissioners (BCC) executed a contract with E.T. MacKenzie in the amount of \$11,930,356 for construction of a four-lane roadway on 44th Avenue East from 19th Street Court East to 30th Street East.

On January 19, 2017, Administrative Contract Adjustment No.1 was executed in the amount of \$59,995 and added 90 contract days to the contract for relocation of an existing driveway entrance and additional roadway improvements.

Change Order No.1 adds 156 calendar days to the contract for design and construction revisions required at the intersection of US 301 and 44th Avenue East.

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

County Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

This item was approved on July 13, 2017, pursuant to Resolution R-09-161.

July 13, 2017: Copies emailed to:

- E.T. MacKenzie of Florida, Inc. at [shuber@mackenzieco.com](mailto:shuber@mackenzieco.com)
- Deborah Carey-Reed, Procurement Division, at [deborah.carey-reed@mymanatee.org](mailto:deborah.carey-reed@mymanatee.org)
- Michael Sturm, Public Works Department, at [michael.sturm@mymanatee.org](mailto:michael.sturm@mymanatee.org)
- Kathleen Case, Public Works Department, at [kathleen.casey@mymanatee.org](mailto:kathleen.casey@mymanatee.org)

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

No Cost

Attachment: Attachment1.44th Av.memo.pdf

Attachment: Attachment 2 - 44th Ave - Executed CO 1.pdf

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

MEMORANDUM



To: Melissa M. Wendel, CPPO, Purchasing Official  
From: Jeff Streitmatter III, P.E., Project Management Div. Manager  
Date: June 26, 2017  
Subject: Contract Change Order No. 1  
44<sup>th</sup> Ave. E. – 19<sup>th</sup> St. Ct. E. to 30<sup>th</sup> St. E.  
E.T. MacKenzie of Florida, Inc.

**RECOMMENDATION:**

Execution of Change Order No. 1 to P.O. T1500217 with E.T. Mackenzie of Florida, Inc. adding 156 calendar days to the contract time.

**COMPREHENSIVE PLAN/POLICY DETERMINATION:**

The services requested are consistent with Comprehensive Plan Goal 5.1, and Manatee County Purchasing Ordinance.

**BACKGROUND/DISCUSSION:**

- November 5, 2015, the BCC executed a contract with E.T. Mackenzie of Florida, Inc. in the amount of \$11,930,356.96 for construction of 44<sup>th</sup> Ave. E. from 19<sup>th</sup> St. Ct. E. to 30<sup>th</sup> St. E..
- Administrative Contract Adjustment No. 1 executed on January 19, 2017 increased the contract amount by \$59,995.00, from \$11,930,356.96 to \$11,990,351.96, and added 90 calendar days to the contract time. The additional contract time is 20 percent of the original 450 contract days.
- Change Order No. 1 is for additional Time and provides for design, permitting, fabrication of materials and construction for drainage and paving changes necessary at the intersection of US 301 and 44<sup>th</sup> Ave, E.

JS/ms

cc: Ron Schulhofer, Director, Public Works  
Sia Mollanazar, P.E., Deputy Director, Engineering Services  
Carmen Mosley, MA, Senior Fiscal Services Division Manager  
Michael L. Sturm, P.E.  
Project File: 6045660 1.1

Public Works Department  
Project Management Division  
1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208-3926  
Phone number: (941) 708-7450

# CONTRACT CHANGE ORDER

(for Total Contract Adjusted Amount Greater than \$1,000,000)

PROJECT:

Change Order No.:

Contract Amount  
(Present Value)

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<p>Change Time Only</p> <p>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</p>		

TOTAL DECREASE:

TOTAL INCREASE:

Contractor: E.T. MacKenzie of Florida Inc.  
 Address: 6212 33rd St East  
 City / State: Bradenton, FL 34203

THE NET CHANGE OF \$ None  
 ADJUSTS THE CURRENT CONTRACT AMOUNT FROM  
No Change

Contractor Signature:  Date: 6-13-17

156 CALENDAR DAYS ARE ADDED TO THE SCHEDULE  
 WHICH CHANGES THE FINAL COMPLETION DATE TO  
 30-Nov-17

## RECOMMENDATION, CONCURRENCES AND APPROVALS

### SIGNATURES

### DATE

Consultant / Engineer:

Jason Yam, P.E., Project Manager, CARDNO

6/13/17

Project Manager:

Michael L. Stern, P.E. Project Manager

6/21/17

Division Manager:

Jeff Strattmatter III, P.E., Project Management Division Manager

6-27-17

Manatee County Purchasing:

Melissa M. Wendel, CPPO, Purchasing Official

7-13-17

Authority to execute this contract per Manatee County Code, Chapter 2-26,

Page 18 of 80

**JUSTIFICATION FOR CHANGE**

**Change Order No :**

**Project Number:**

**1. NECESSITY FOR CHANGE:**

Additional Time is needed for design, permitting, fabrication of materials and construction for drainage and paving changes necessary at the intersection of US 301 and 44th Ave E. that requires 156 days to complete the project.

2. Is change an alternate bid? (If yes, explain)

No

3. Does change substantially alter the physical size of the project? (If yes, explain)

No

4 Effect of this change on other "Prime" contractors?

None

5 Has the Surety and insurance company been notified, if applicable? **CONTRACTOR RESPONSIBILITY**

No

Page 19 of 80

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

**2017 Recess Agenda**

Agenda Item #3

Approved on July 7, 2017,  
pursuant to Resolution R-09-161

**Subject**

Florida Power and Light Underground Distribution Facilities Installation Agreement for the Pump Station at Manatee County Golf Course for Property located at 6415 53rd Avenue West, Bradenton

**Briefings**

None

**Contact and/or Presenter Information**

Charlie Hunsicker, Director, Parks and Natural Resources, Extension 6001

Debbie Voorhees, Contracts Manager, Parks and Natural Resources, Extension 6013

**Action Requested**

Execution and Acceptance of Florida Power and Light Underground Distribution Facilities Installation Agreement.

**Enabling/Regulating Authority**

Chapter 125, County Government

**Background Discussion**

- On May 23, 2017 the Easement for this project, at this same location, was approved by the Board of County Commissioners. (See attached.)
- This Agreement should have been presented at the same time; however, Florida Power and Light just recently (June 16, 2017) sent the document to county staff.
- Florida Power and Light advises that all items within the Agreement are complete at this time, with the exception of the actual connection, which is scheduled for the last week in July.

**County Attorney Review**

Other (Requires explanation in field below)

**Explanation of Other**

This Agreement was reviewed by CAO on April 13, 2015; RLS #15-092. The document and format has not changed since then. (CAO memo attached.)

**Reviewing Attorney**

Palmer

**Instructions to Board Records**



THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

This item was approved on July 7, 2017, pursuant to Resolution R-09-161.

July 7, 2017: Executed Underground Distribution Facilities Installation Agreement returned to Debbie Voorhees, 5502 33rd Avenue Drive West, Bradenton, FL 34209.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: APPROVED\_5-23-17\_Irrigation Easement for MGC.pdf

Attachment: RLS 15-092\_FPL Agreement.pdf

Attachment: FPL Agreement\_MGC Irrigation.pdf

Attachment: Underground Distribution Facilities Installation Agreement.pdf

Work Request No. 7562900

**EASEMENT  
(BUSINESS)**

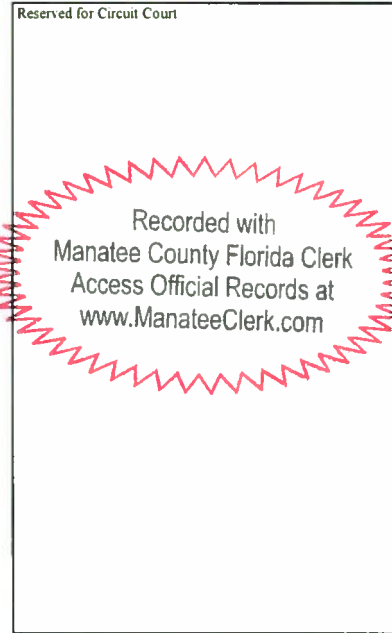
This Instrument Prepared on behalf of

Name: Sarah Lawrence

Sec. 08, Twp. 35 S, Rge. 17 E

Co. Name: Florida Power and Light

Address: 1253 12<sup>th</sup> Avenue East  
Palmetto, Florida 34221



Parcel I.D. 5182410109  
(Maintained by County Appraiser)

Form 3722 (stocked) Rev. 7/94

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns (FPL), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement as follows:

**See Exhibit "A" (Easement Area),  
Attached hereto and made a part hereof.**

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has executed and sealed this instrument on the 23<sup>rd</sup> day of May, 2017, in its name by its Board of County Commissioners, acting by the Chairperson or Vice Chairperson of said Board.



MANATEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT

By: [Signature]  
Deputy Clerk

ACCEPTED IN OPEN SESSION 5/23/17  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Page 22 of 600

# Exhibit "A"

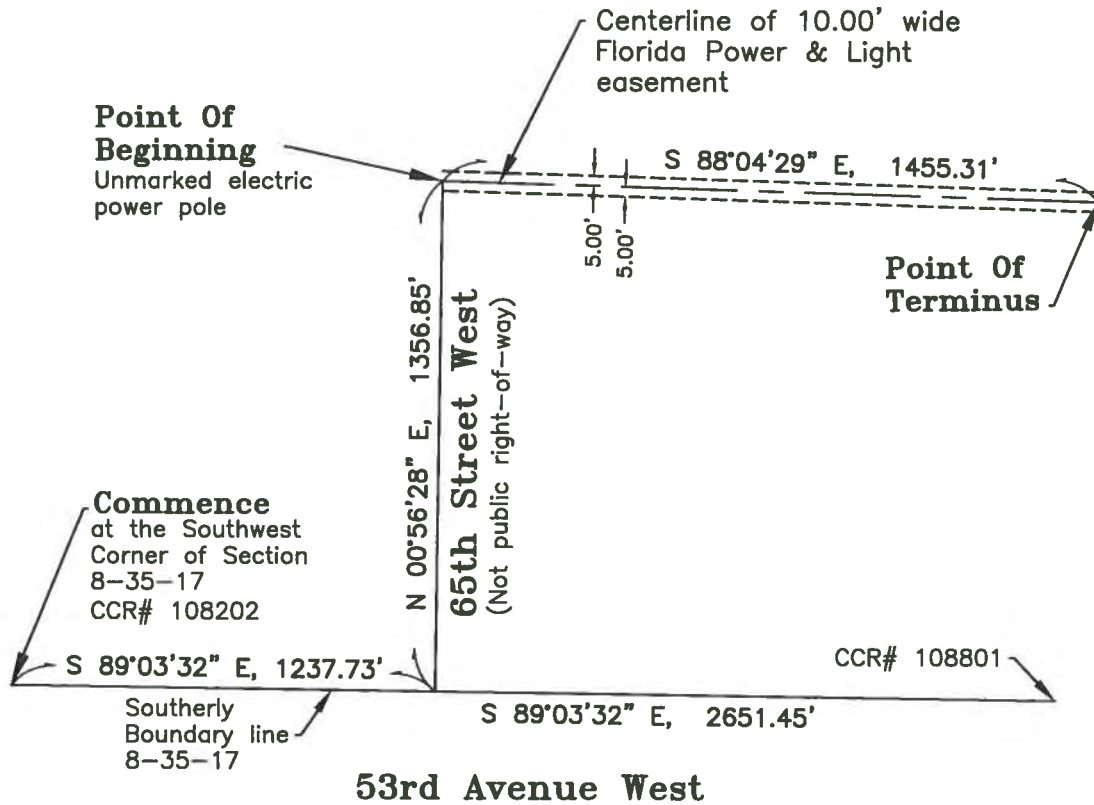
## Description and Sketch

(NOT A SURVEY)

DESCRIPTION: Centerline of 10.00 foot wide Florida Power and Light Easement

A portion of the Manatee County Golf Course and the Southwest Wastewater Treatment Plant lying Northerly of 53rd Avenue West and Westerly and Easterly of 65th Street West, Manatee County Florida, being in Section 8, Township 35 South, Range 17 East, and being more specially described as follows:

COMMENCE at the Southwest corner of said Section 8 as identified by Florida Department of Environmental Protection Certified Corner Record Document # 108202 thence S89°03'32"E, 1237.73 feet along the southerly boundary of the Southwest quarter of said Section; thence N00°56'28"E, 1356.85 feet to an unmarked electric power pole and the POINT OF BEGINNING; thence S88°04'29"E, 1455.31 feet to the POINT OF TERMINUS.



Page 23 of 80

NOT TO SCALE

**NOTES:**

1. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The basis of bearings is the southerly boundary line of the Southwest quarter of Section 8-35-17 which bears S89°03'32"E (grid) per DEP Certified Corner Record Documents #s 108202 and 108801.

<p>MANATEE COUNTY PROPERTY MANAGEMENT SURVEY DIVISION</p> <p>1112 MANATEE AVENUE WEST BRADENTON, FLORIDA, 34205. (841)748-4501</p>	<p style="text-align: center;">   <b>Todd E. Boyle, RSM</b>          Florida Registered Surveyor &amp; Mapper, 6047       </p> <p style="text-align: right;">Date: 4/21/2017</p>	<p>DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION          ORB = OFFICIAL RECORDS BOOK          PC = POINT OF CURVATURE          PCC = POINT OF COMPOUND CURVATURE          PID = PARCEL IDENTIFICATION NUMBER          POB = POINT OF BEGINNING          POC = POINT OF COMMENCEMENT          POT = POINT OF TERMINUS          CCR = CERTIFIED CORNER RECORD          # = NUMBER          R/W = RIGHT-OF-WAY          SF = SQUARE FEET          ± = MORE OR LESS</p>	<p>Drawing Path: S:\SURVEY\2017 jobs\04_April 2017\ 20170401</p> <hr/> <p>Sheet: 1 OF 1</p> <hr/> <p>Section 8, Township 35 South, Range 17 East</p> <hr/> <p>Drawing Date: 4/18/2017</p>
--	--	---	---

# Exhibit "A"

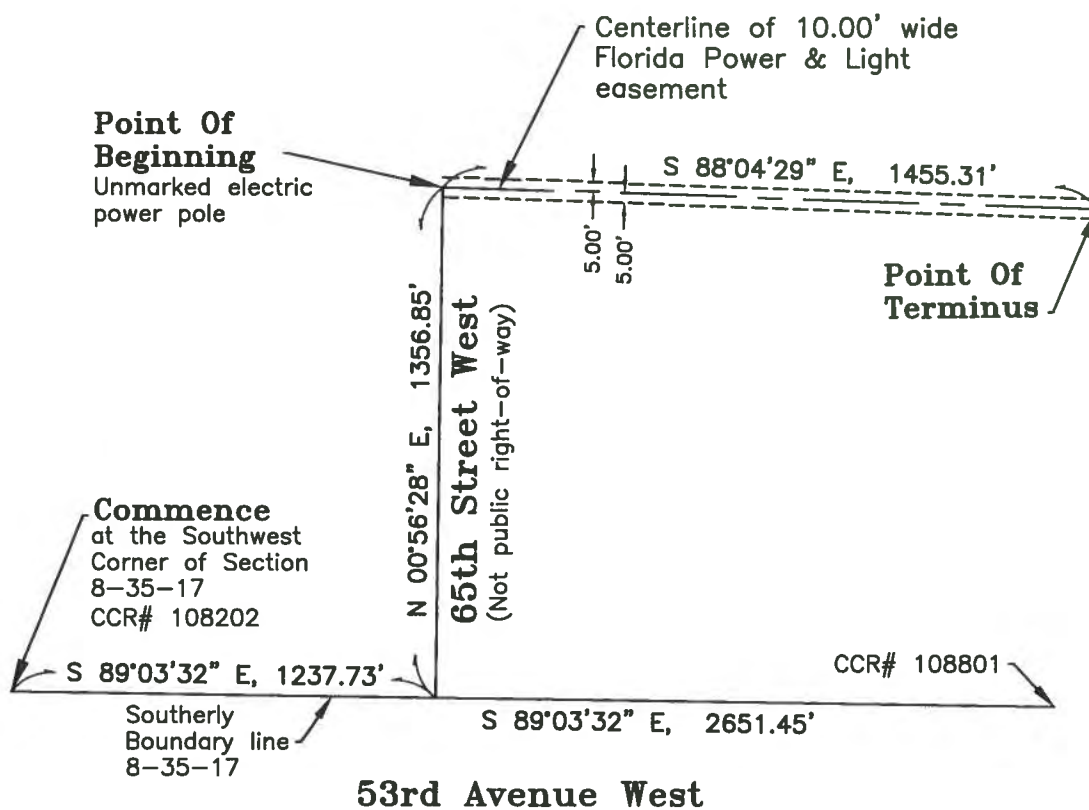
## Description and Sketch

(NOT A SURVEY)

DESCRIPTION: Centerline of 10.00 foot wide Florida Power and Light Easement

A portion of the Manatee County Golf Course and the Southwest Wastewater Treatment Plant lying Northerly of 53rd Avenue West and Westerly and Easterly of 65th Street West, Manatee County Florida, being in Section 8, Township 35 South, Range 17 East, and being more specially described as follows:

COMMENCE at the Southwest corner of said Section 8 as identified by Florida Department of Environmental Protection Certified Corner Record Document # 108202 thence S89°03'32"E, 1237.73 feet along the southerly boundary of the Southwest quarter of said Section; thence N00°56'28"E, 1356.85 feet to an unmarked electric power pole and the POINT OF BEGINNING; thence S88°04'29"E, 1455.31 feet to the POINT OF TERMINUS.



Page 24 of 80

NOT TO SCALE

**NOTES:**

1. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The basis of bearings is the southerly boundary line of the Southwest quarter of Section 8-35-17 which bears S89°03'32"E (grid) per DEP Certified Corner Record Documents #s 108202 and 108801.

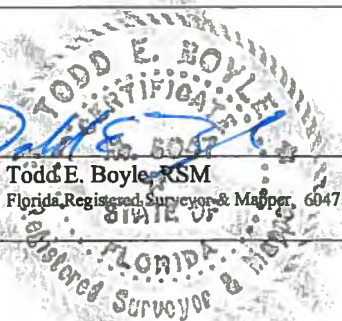
MANATEE COUNTY  
PROPERTY MANAGEMENT  
SURVEY DIVISION



1112 MANATEE AVENUE WEST  
BRADENTON, FLORIDA, 34205,  
(941)748-4501

**Todd E. Boyle, RSM**  
Florida Registered Surveyor & Mapper, 6047

Date  
4/24/2017



DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ORB = OFFICIAL RECORDS BOOK  
PC = POINT OF CURVATURE  
PCC = POINT OF COMPOUND CURVATURE  
PID = PARCEL IDENTIFICATION NUMBER  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
POT = POINT OF TERMINUS  
CCR = CERTIFIED CORNER RECORD  
# = NUMBER  
R/W = RIGHT-OF-WAY  
SF = SQUARE FEET  
± = MORE OR LESS

Drawing Path:  
S:\SURVEY\2017  
jobs\04\_April 2017\  
20170401

Sheet: 1 OF 1

Section 8, Township 35  
South, Range 17 East

Drawing Date: 4/18/2017

# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Username: hhoey

Changed By: hhoey

---

Receipt#: 900065243      Payee Name: MANATEE COUNTY PARKS NATURAL RESOURCES AR7000  
Receipt Date: 05/25/2017      5502 33RD AVE DR W      ATTN SALLY DILLARD  
BRADENTON, FL 34209  
Escrow Balance:  
Escrow Customer:

Instrument: 201741049382 - BK2675/PG5692 EASEMENT

001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACC \$.10	\$0.30
199000000341160	PRMTF CLERK \$1.90	\$5.70
001000000208912	PRMTF BCC \$2	\$6.00
001000000208901	DEED DOC STAMPS \$.70	\$0.00
001000000341400	INDEXING NAMES	\$0.00

---

Instrument Total: \$27.00

---

Receipt Total: \$27.00  
Amount Tendered: \$0.00  
Overage: \$0.00

Amount Paid:

Page 25 of 80

May 23, 2017 - Regular Meeting  
Agenda Item #32

Approved in Open Session 5/23/17,  
Manatee County  
Board of County Commissioners

Subject

Florida Power and Light Easement for Irrigation Supply Upgrades and the Pump Station at Manatee County Golf Course for Property located at 6415 53rd Avenue West, Bradenton

Briefings

None

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department, Extension 3439

Charles Meador, Real Property Specialist, Property Acquisition Division, Property Management, Extension 6289

Action Requested

- Execution, Acceptance, and Recording of Florida Power and Light Easement.

Enabling/Regulating Authority

Chapter 125, County Government.

Background Discussion

- Irrigation supply and pump station upgrades are required for the Manatee County Golf Course.
- The upgrades coincide with a larger project of revamping the existing reclaimed water irrigation system.
- The pump station will be relocated to the irrigation lake where the water delivery system feed pipe from the reclaimed water plant was recently completed.
- A Flowtronex model VLCP-1250-3-120 centrifugal pumping system to produce 1,250 gallons per minute (GPM) at 120 pounds per square inch (PSI) utilizing two 75 horse power (HP) end suction centrifugal main pumps and a 5HP pressure maintenance pump will be installed.
- The FPL Easement is required for the new pump station.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Manatee County Government Administration Center  
1000 1st Floor  
9:00 a.m. - May 23, 2017

THE FOLLOWING WILL SERVE AS THE RECORDATION INSTRUMENT DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF COMMISSIONERS

Reviewing Attorney

N/A

Instructions to Board Records

Please notify Charles Meador at [Charles.meador@mymanatee.org](mailto:Charles.meador@mymanatee.org) and Sarah Lawrence at [Sarah.Lawrence@fpl.com](mailto:Sarah.Lawrence@fpl.com) and Debbie Voorhees at [Debbie.voorhees@mymanatee.org](mailto:Debbie.voorhees@mymanatee.org) of recording information.

CCC: AR700022

Original, recorded FPL Easement picked up by Charles Meador, 5/25/17, RT

Cost and Funds Source Account Number and Name

\$18.50 recording fee. Project Number 303-6009705 ManCoGolf Irrigation Upgrade.

Amount and Frequency of Recurring Costs

N/A

Attachment: [FPL Easement.pdf](#)

Attachment: [Location Map.pdf](#)



THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

**From:** [Charles Meador](#)  
**To:** [Robin Toth](#)  
**Subject:** FW: FPL Easement - Manatee County Golf Course  
**Date:** Monday, May 22, 2017 11:48:23 AM

---

Robin,

As requested.

Thank you,

Charles Meador  
Property Acquisition Division  
1112 Manatee Avenue West, Suite 800  
Bradenton, FL 34205  
941.748.4501 Ext.6289  
[charles.meador@mymanatee.org](mailto:charles.meador@mymanatee.org)

---

**From:** Jayne Roberts  
**Sent:** Friday, May 05, 2017 1:50 PM  
**To:** Charles Meador; Debbie Voorhees  
**Subject:** RE: FPL Easement - Manatee County Golf Course

Hi Charles,

Our AR number for the Cashier is AR700022.

The project account key is 303.6009705 – ManCoGolf-IrrigationUpgrade.

Thanks

Jayne Roberts, Sr. Fiscal Analyst  
Manatee County Parks & Natural Resources Dept  
5502 33<sup>rd</sup> Ave Drive West  
Bradenton, FL 34209  
Phone: (941) 742-5923 X6028  
Fax: (941) 742-5972  
Email: [Jayne.roberts@mymanatee.org](mailto:Jayne.roberts@mymanatee.org)

---

**From:** Charles Meador  
**Sent:** Thursday, May 04, 2017 2:53 PM  
**To:** Debbie Voorhees; Jayne Roberts  
**Subject:** FPL Easement - Manatee County Golf Course

Debbie – Please see the draft agenda. Kindly add any additional information you feel is helpful or



THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-0916  
let me know if any information listed is incorrect (just send me an email). If you know the CIP  
name and number that would be something I would recommend adding.

Jayne – What is PNR’s AR number?

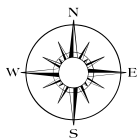
Thank you,

Charles Meador  
Property Acquisition Division  
1112 Manatee Avenue West, Suite 800  
Bradenton, FL 34205  
941.748.4501 Ext.6289  
[charles.meador@mymanatee.org](mailto:charles.meador@mymanatee.org)

---

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2009) AS AUTHORIZED BY THE AUTHORITY OF RESOLUTION R-09-161



1 inch equals 700 feet

**FLORIDA POWER AND LIGHT EASEMENT  
65TH STREET WEST & 53RD AVENUE WEST  
MANATEE COUNTY GOLF COURSE**

Page 30 of 89

**District 3 - COMMISSIONER STEPHEN R. JONSSON**







## OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY\*  
James A. Minix, Chief Assistant County Attorney  
Maureen S. Sikora, Assistant County Attorney\*\*  
Robert M. Eschenfelder, Assistant County Attorney  
William E. Clague, Assistant County Attorney  
James R. Cooney, Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney\*\*  
Andrea A. Adibe, Assistant County Attorney

### MEMORANDUM

DATE: April 13, 2015

TO: John Agostinelli, Manager, Property Acquisition Division

FROM: Mitchell O. Palmer, County Attorney *MOP 4-13-15*

RE: **Underground Distribution Facilities Installation Agreement with FPL; Southeast Water Reclamation Facility Building; RLS 15-092, received April 3, 2015; CAO File No. 8003-180.**

---

#### Issue Presented:

In this "urgent" Request for Legal Services, you have solicited this Office's review of and commentary regarding a proposed Underground Distribution Facilities Installation Agreement with Florida Power & Light Company (FPL) relative to the County's forthcoming construction of a new Southeast Water Reclamation Facility Building. The upshot of agreements of this nature is that the FPL customer, when desirous of installing underground distribution facilities as opposed to overhead facilities, must not only provide FPL with an appropriate easement but must also pay the cost differential between construction of an underground system and construction of an overhead system.

#### Discussion:

##### The Contract Terms

The text of the Agreement document is acceptable, except that the letters SWERF (appearing in the fourth line of text) are foreign to me and thus would be foreign to any independent reader. I assume that these letters are intended to be a reference to the County's Southeast Water Reclamation Facility. In any event, FPL should dispense with the acronym and spell it out.

##### The Missing Exhibits

The Agreement document makes reference to an attached Exhibit A and an attached Exhibit B. Neither of these exhibits is attached to the document or otherwise present within your RLS packet. Please secure these exhibits and attach them. I have a word of caution, however. If

Page 31 of 80

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law

John Agostinelli, Manager, Property Acquisition Division

April 13, 2015

Page 2

anything within either of these exhibits is potentially at odds with the main agreement document, then further review by this Office may be necessary.

The Signature Problem

You have inquired as to the necessity for signatures on an agreement document such as this to be notarized. I am unaware of any such legal requirement.

I am disturbed, however, by the suggestion of Mr. Bernard, on behalf of FPL, that FPL need not execute the Agreement document. This is a two-party undertaking in which each party has obligations to the other. The suggestion that no one on behalf of FPL will sign the document is most unorthodox. In my 33 years of law practice, I do not recall encountering a situation where a party to a contractual undertaking propounded a contract document and then took the position that he or she was not obligated to sign the document.

For a thorough discussion of the legal niceties involved in determining who is bound by and the enforceability of a partially executed contract document, see *Skinner v. Haugseth*, 426 So. 2d 1127 (Fla. 2d DCA 1983). So as to avoid the legal quagmire experienced by the parties in that case, and regardless of how remote the possibility of FPL's non-performance might appear, signature blocks for both parties must be incorporated and both parties must sign this Agreement document.

The Outdated Payment Coupon; Advance Payment

I also note that the Payment Coupon appearing in the RLS packet is outdated. FPL needs to revise the Payment Coupon to reflect a date that is in line with the date of this undertaking.

It is apparent (and not surprising) that FPL is requesting advance payment by the County of the differential sum of \$4,658.25. While the County generally resists paying in advance for any service or product, the realities of undertakings such as this (wherein the provider utility will not "play ball" without advance payment) are typically recognized and understood by the Clerk of Court, such that paying in advance should not be problematic.

The Easement Instrument

Although you have not sought my input as to the easement instrument, I feel compelled to express the following concern. The language of the easement expressly recites that the, ". . . construction, operation and maintenance of overhead . . ." facilities is a possibility. Since the very essence of this undertaking is the County's desire for the lines to be buried, it is incongruous that the accompanying easement instrument would allow for the possibility of overhead distribution lines. I suggest that the easement instrument be modified to eliminate any reference to the possibility that overhead lines, wires, poles, guys or cables might be installed by FPL.

John Agostinelli, Manager, Property Acquisition Division  
April 13, 2015  
Page 3

**Conclusion:**

Upon your Division adequately addressing the above concerns, this Agreement may be presented to the Board of County Commissioners for approval and execution.

This concludes my response to the referenced “urgent” RLS.

Copies to:

Ed Hunzeker, County Administrator

Charles Bishop, Director, Property Management Department

Tom Yarger, Construction Services Project Manager, Property Management Department

Todd Boyle, Registered Surveyor, Property Management Department

## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this \_\_\_ day of \_\_\_\_\_, 2017 by and between Manatee County (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

### WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Manatee County Golf Course located in Bradenton/Manatee, Florida.  
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$5,418.15 (the total Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$5,418.15 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$0.00.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
  - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
  - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
  - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
  - b) A construction schedule,
  - c) An estimate of when electric service will be required, and
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
  - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
  - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer

shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

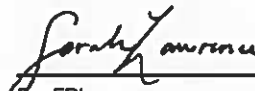
- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

  
 \_\_\_\_\_  
 For FPL (Date) 06/16/2017

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

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

Page 35 of 80

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk



# Exhibit A

## COMMERCIAL TARIFF\* QUICK REFERENCE SHEET (reference only - NOT to be used for tariff interpretation)

Application	Cash Contribution		Remarks / Tariff Section References	See SPO 21455.1 Exam.
	From OH	From UG		
<b>Radial to Pad Mounted Transformer (from OH termination pt)</b>			Limited to designated pt of delivery and within 150' of riser pole 13.2.12.a.1 100 KVA TX or smaller 13.2.12.a.2 100 KVA TX's or smaller 13.2.12.a.3 150 KVA 13.2.12.a.3 300 KVA	4. 4a
1 Phase Radial	\$0.00	\$0.00		
2 Phase Radial	\$0.00	\$0.00		
3 Phase Radial (150 KVA)	\$0.00	\$0.00		
3 Phase Radial (300 KVA)	\$0.00	\$0.00		
<b>Loop to Pad Mounted Transformer(s)</b>			Limited to designated point of delivery, up to 300' total 13.2.12.a.4 100 KVA TX or smaller 13.2.12.a.5 100 KVA TX's or smaller 13.2.12.a.6 150 KVA TX 13.2.12.a.6 300 KVA TX	
1 Phase Loop	\$0.00	\$0.00		
2 Phase Loop	\$0.00	\$0.00		
3 Phase Loop (150KVA TX)	\$0.00	\$0.00		
3 Phase Loop (300 KVA TX)	\$0.00	\$0.00		
<b>Secondary Riser and Lateral (excluding HH or junction box)</b>			Limited to 20 feet from riser pole (includes connections) 13.2.12.b.1 #4/0 TPX or smaller 13.2.12.b.2 larger than #4/0 TPX 13.2.12.b.3 #4/0 QPX or smaller 13.2.12.b.4 larger than #4/0 QPX	
Small 1 Phase	\$552.55			
Large 1 Phase	\$1,025.92			
Small 3 Phase	\$801.92			
Large 3 Phase	\$1,530.59			
<b>Small UG Commercial Services</b>			Limited to 60A, 2 wire or 125A, 3 wire - from 5 to 100 ft from pole 13.2.12.c.1.a 60 amp / 2 wire service 13.2.12.c.1.b 125 amp / 3 wire service 13.2.12.c.2.a 60 amp / 2 wire service 13.2.12.c.2.b 125 amp / 3 wire service 13.2.12.c.3.a 60 amp / 3 wire service 13.2.12.c.3.b 125 amp / 3 wire service	
2 wire, accessible wood pole	\$474.23			
3 wire, accessible wood pole	\$434.80			
2 wire, inaccessible wood pole	\$545.29			
3 wire, inaccessible wood pole	\$493.51			
2 wire, accessible concrete pole	\$526.63			
3 wire, accessible concrete pole	\$487.19			
<b>Handhole/Junction Box (excluding connections)</b>			13.2.12.d.1.a 24" or smaller 13.2.12.d.1.b/c 30" handhole 13.2.12.d.1.b 48" handhole 13.2.12.d.2 Padmounted "dummy" cabinet 13.2.12.d.3.a Padmounted 3 phase 22 port cabinet 13.2.12.d.3.b Per set of conductors	
Small Handhole - per handhole	\$203.40			
Intermediate Handhole - per handhole	\$241.53			
Large Handhole - per handhole	\$817.30			
Padmounted Secondary Junction Box - per box	\$2,567.29			
Padmounted Secondary Junction Cabinet - per cabinet	\$10,992.18			
Tapping sets of customer cables in excess of 12 sets - per set	\$79.20			
<b>Primary Splice Box (including splices &amp; cable pulling set-up)</b>			13.2.12.e.1 13.2.12.e.2 13.2.12.e.3	
1 Phase - per box	\$1,349.64			
2 Phase - per box	\$1,859.16			
3 Phase - per box	\$2,070.15			
<b>Additional Charge for UG Primary Laterals Including trench and Cable-In-Conduit exceeding the limits in 13.2.12.a</b>			Footage exceeds 13.2.12.a limits but not beyond designated point of delivery (designated point of delivery >150 ft radial, >300 ft loop) 13.2.12.f.1 13.2.12.f.2 13.2.12.f.3	4a
1 Phase - per foot	\$0.71			
2 Phase - per foot	\$2.72			
3 Phase - per foot	\$2.48			
<b>Additional Charge for UG Primary Laterals Including trench and Cable-In-Conduit extended beyond designated point of delivery</b>			Applies to any footage beyond designated point of delivery. Also for non-tariff, non-residential, direct buried cable-in-conduit use. 13.2.12.g.1 13.2.12.g.2 13.2.12.g.3	4
1 Phase - per foot	\$8.74			
2 Phase - per foot	\$13.03			
3 Phase - per foot	\$15.26			
<b>UG Feeder</b>			13.2.12.h 13.2.12.h	
1000 KCMIL (trench conduit, splice boxes, & cable) - Per Foot	\$9.02			
Switch Package (4 X 4, 6 X 6 or 9 X 3) - Each	\$27,200.43			
<b>Credits</b>				
<b>Customer Trenching &amp; Backfilling</b>			13.2.13.a.1 13.2.13.a.2	
Primary trench credit - per foot	\$3.48			
Secondary trench credit - per foot	\$2.76			
<b>Customer Installed, FPL Provided Conduit</b>			13.2.13.b.1 13.2.13.b.2	
2" PVC conduit installation credit - per foot	\$ .60			
>2" PVC conduit installation credit - per foot	\$ .84			
<b>Customer Installed FPL HH, Splice Box, Pads</b>			13.2.13.c.2 30" or smaller 13.2.13.c.1 larger than 30" 13.2.13.d 13.3.13.e 13.3.13.f	
Small Handhole - per handhole	\$61.19			
Large Handhole / Primary Splice Box - per HH / Box	\$232.78			
Concrete Pad for Padmounted TX - per pad	\$60.00			
Feeder Splice Box	\$664.74			
Feeder Pad Chambers	\$565.15			

Page 3.6 of 80

\*Based on FPL's UCD Tariff as found in Section 13 of FPL's Electric Tariff, Effective October 13, 2016.





**RESIDENTIAL TARIFF QUICK REFERENCE SHEET ( maximum 4/0A TPX Service size )**  
(For reference only - NOT to be used for tariff interpretation)

New Subdivision Application	Customer Cash Contribution per lot	Backbone Trench credit per lot	Service Trench credit per lot	Backbone Conduit credit per lot	Service Conduit credit per lot	Remarks
High Density – 300 or more lots	\$0.00	\$149.16	\$156.59	\$62.07	\$48.00	10.3.2., 10.3.3. (See note 1)
High Density – 100 to 299 lots	\$0.00					
High Density – 1 to 99 lots	\$57.97					
Low Density – 200 or more lots	\$0.00	\$247.06	\$219.22	\$99.47	\$58.80	10.3.2., 10.3.3. (See note 1)
Low Density – 85 to 199 lots	\$183.35					
Low Density – 1 to 84 lots	\$266.35					
Mobile Home – 300 or more lots	\$0.00	\$123.35	N/A	\$50.61	N/A	10.3.2., 10.3.3. (See note 1)
Mobile Home – 100 to 299 lots	\$0.00					
Mobile Home – 1 to 99 lots	\$0.00					

Application	CIAC	Trench Credits	Conduit Credits	Remarks
<b>New UG Svc from OH</b>		\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.4.3.a/b
Including Riser	\$683.84			10.4.2.a.1.a
Served from existing HH	\$348.83			10.4.2.a.1.b
<b>Riser to HH @ base of pole only</b>	\$705.46	N/A	N/A	10.4.2.a.2
<b>OH to UG Svc Conversion</b>		(See note 2)	(See note 2)	10.5.4(a), 10.5.3
FPL UG SVC [1E]	\$651.49			
Riser to HH @ base pole (customer owned svc) [1F]	\$930.13			
<b>Replace FPL owned UG Svc</b>		(See note 2)	(See note 2)	10.5.4(b).1/2, 10.5.3
from OH source	\$643.46			
from UG source	\$555.22			
<b>Replace customer UG Svc from pole with FPL UG Svc</b>	\$426.82	(See note 2)	(See note 2)	10.5.4(c), 10.5.3.
<b>Replace customer UG Svc with FPL Svc in existing URD</b>	\$91.81	(See note 2)	(See note 2)	10.5.4(d)
<b>UG Svc - Existing Backbone</b>		\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	(See note 1)
High Density	\$258.34			10.3.2(d)
Low Density	\$348.83			Services not prepaid
<b>Svc to Remote Meter Location</b>		(See note 3)	N/A	10.2.11.
FPL Trench	\$7.20/ft	N/A		
Utilize Exist Trench	\$2.78/ft			
Customer Trench	\$2.02/ft			
<b>UG Feeder 1000 KCMIL</b>	\$9.02/ft	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.2(b), 10.3.3
<b>Switch Cabinet (each)</b>	\$27,200.43			
<b>UG Excess Primary</b>		\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.2(c), 10.3.3
1 phase	\$0.71/ft			Golf Course, etc
2 phases	\$2.72/ft			
3 phases	\$4.38/ft			
<b>Road crossing, Customer installed</b>	-	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.3(c), 10.3.3.d
<b>TUG Credit</b>	-		\$60.00 / svc lateral	10.2.8.1

**Based on FPL's URD Tariff as found in Section 10 of FPL's Electric Tariff, Effective October 13, 2016.**

\*Services other than 1/0A or 4/0A TPX, or when density is less than 0.5 units/acre require individual cost estimates.

1. Total credit is limited to the total charges applicable
2. Customer provides trench/backfill AND installs FPL provided conduit
3. In addition to per service lateral charges

High Density = 6 units or more/acre. Low Density = 0.5 to less than 6 units/acre.

NOTE: If the customer is charged by the lot, then the customer is credited by the lot.  
If the customer is charged by the foot, then the customer is credited by the foot.

# Exhibit B

UCD TARIFF ESTIMATE (UCD Tariff Effective: 10/13/2016)

WR # 7562900

DATE: 3/24/2017

PROJECT: MANAYEE COUNTY GOLF COURSE PUMPING STATION

LOCATION: 6415 53RD AVE W

DESIGNER: SARAH LAWRENCE

Exhibit "A" → CHARGES  
Exhibit "B" → CREDITS

(13.2.12.a) Primary lateral riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet for radials and 300 feet for loops.

	# OF UNITS		# OF UNITS		CHARGES	CREDITS
(13.2.12.a.1) Single Phase Radial	From Overhead Termination Point		From Existing Underground Termination Point			
(13.2.12.a.1) Single Phase Radial	\$0.00	X	\$0.00	X	\$	-
(13.2.12.a.2) Two Phase Radial	\$0.00	X	\$0.00	X	\$	-
(13.2.12.a.3) Three Phase Radial - 150KVA	\$0.00	X	\$0.00	X	\$	-
(13.2.12.a.4) Three Phase Radial - 300 KVA	\$0.00	X	\$0.00	X	\$	-
(13.2.12.a.5) Single Phase loop	\$0.00	X	\$0.00	X	\$	-
(13.2.12.a.6) Two Phase Loop	\$0.00	X	\$0.00	X	\$	-
(13.2.12.a.7) Three Phase Loop - 150 KVA	\$0.00	X	\$0.00	X	\$	-
(13.2.12.a.7) Three Phase Loop - 300 KVA	\$0.00	X	\$0.00	X	\$	-

(13.2.12.b) Secondary riser and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

(13.2.12.b.1) Small Single Phase 4/0 TPX or smaller	\$552.55	X		per riser	\$	-
(13.2.12.b.2) Large Single Phase larger than 4/0 TPX	\$1,025.92	X		per riser	\$	-
(13.2.12.b.3) Small Three Phase 4/0 OPX or smaller	\$801.92	X		per riser	\$	-
(13.2.12.b.4) Large Three Phase larger than 4/0 OPX	\$1,530.59	X		per riser	\$	-

(13.2.12.c) Small UG commercial services (60 Amp 120V / 125 Amp 120/240V per BPO 21010.4)

(13.2.12.c.1.a) 2 wire (120V) service on accessible wood pole	\$474.23	X		per service	\$	-
(13.2.12.c.1.b) 3 wire (120/240V) service on accessible wood pole	\$434.80	X		per service	\$	-
(13.2.12.c.2.a) 2 wire (120V) service on inaccessible wood pole	\$545.29	X		per service	\$	-
(13.2.12.c.2.b) 3 wire (120/240V) service on inaccessible wood pole	\$493.51	X		per service	\$	-
(13.2.12.c.3.a) 2 wire (120V) service on accessible concrete pole	\$528.63	X		per service	\$	-
(13.2.12.c.3.b) 3 wire (120/240V) service on accessible concrete pole	\$487.19	X		per service	\$	-

(13.2.12.d) Handholes and Padmounted Secondary Junction Boxes, excluding connections.

(13.2.12.d.1) Handholes						
(13.2.12.d.1.a) Small 24" handhole	\$203.40	X		per HH	\$	-
(13.2.12.d.1.b) Intermediate 30" handhole	\$241.53	X		per HH	\$	-
(13.2.12.d.1.c) Large 48" handhole	\$817.30	X		per HH	\$	-
(13.2.12.d.2) Pad Mounted Junction Box (PM TX Dummy Cabinet M&S #161-40000-7)	\$2,567.29	X		per box	\$	-
(13.2.12.d.3.a) Pad Mounted Junction Cabinet (22 port 3 phase cabinet M&S #161-40100-3)	\$18,992.18	X		per cabinet	\$	-
(13.2.12.d.3.b) Tapping conductors (if more than 12 sets)	\$79.20	X		per set	\$	-

(13.2.12.e) Primary Splice Box including splices and cable pulling set-up

(13.2.12.e.1) Single Phase per box	\$1,349.64	X		per box	\$	-
(13.2.12.e.2) Two Phase per box	\$1,859.16	X		per box	\$	-
(13.2.12.e.3) Three Phase per box	\$2,070.15	X		per box	\$	2,070.15

(13.2.12.f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceeds the limits set in 13.2.12.a to reach FPL designated point of delivery.

(13.2.12.f.1) Single Phase per foot	\$0.71	X		per ft.	\$	-
(13.2.12.f.2) Two Phase per foot	\$2.72	X		per ft.	\$	-
(13.2.12.f.3) Three Phase per foot	\$2.48	X	1350	per ft.	\$	3,348.00

(13.2.12.g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the FPL designated point of delivery.

(13.2.12.g.1) Single Phase per foot	\$8.74	X		per ft.	\$	-
(13.2.12.g.2) Two Phase per foot	\$13.03	X		per ft.	\$	-
(13.2.12.g.3) Three Phase per foot	\$15.26	X		per ft.	\$	-

(13.2.12.h) UG Feeder

(13.2.12.h.1) 1000 KCMIL (not including switch package)	\$9.02	X		per ft.	\$	-
(13.2.12.h.2) Switch package (8/6 or 9/3 per package)	\$27,200.43	X		each	\$	-
(13.2.12.h.3) Switch package (4/4 per package)	\$27,200.43	X		each	\$	-

(13.2.13.a) Trench and backfilling credits

(13.2.13.a.1) Credit per foot of primary trench	\$3.48	X	1500	per ft.	\$	5,220.00
(13.2.13.a.2) Credit per foot of secondary trench	\$2.76	X		per ft.	\$	-

(13.2.13.b) Conduit installation credits

(13.2.13.b.1) Credit per foot of 2" PVC	\$0.60	X		per ft.	\$	-
(13.2.13.b.2) Credit per foot of >2" PVC	\$0.84	X	1500	per ft.	\$	1,260.00

(13.2.13.c) Handhole / primary splice box installation credits

(13.2.13.c.1) Credit per large HH (greater than 30") / Pri Splice Box	\$232.78	X	1	HH(s)	\$	232.78
(13.2.13.c.2) Credit per small / intermediate HH (30" or less)	\$61.19	X		HH(s)	\$	-

(13.2.13.d) Transformer / cap bank pad installation credits

(13.2.13.d.1) Credit per pad	\$60.00	X	1	pad(s)	\$	60.00
------------------------------	---------	---	---	--------	----	-------

Feeder Splice Box Credit

Feeder Splice Box Credit	\$664.74	X		each	\$	-
Padmount Switch Chamber Credit	\$565.15	X		each	\$	-

Additional Charges (e.g. non-rapid trenching, restoration, etc.)

TOTAL CONTRIBUTION:	\$	5,418.15	
LESS TOTAL CREDITS:	\$	-	5,418.15
TOTAL CASH PAYMENT:	\$	-	-
TOTAL CUSTOMER PAYMENT (CONTRIBUTION MAT + LABOR)	\$	5,418.15	
(CONTRIBUTION CASH)	\$	5,418.15	

## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 7 day of July, 2017 by and between Manatee County (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

### WITNESSETH

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Manatee County Golf Course located in Bradenton/Manatee, Florida.  
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$5,418.15 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$5,418.15 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$0.00.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
  - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
  - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
  - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
  - b) A construction schedule,
  - c) An estimate of when electric service will be required, and
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
  - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
  - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer

shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors
- d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

  
 \_\_\_\_\_  
 For FPL (Date) 06/16/2017

MANATEE COUNTY, a political subdivision of the State of Florida

By: Its Board of County Commissioners

By:   
 \_\_\_\_\_  
 Chairperson

Date: 7-7-17

~~ATTEST ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER~~

By: \_\_\_\_\_  
~~Deputy Clerk~~





# Exhibit A

## COMMERCIAL TARIFF\* QUICK REFERENCE SHEET (reference only - NOT to be used for tariff interpretation)

Application	Cash Contribution		Remarks / Tariff Section References	See SPO 21455.1 Exam.
	From OH	From UG		
<b>Radial to Pad Mounted Transformer (from OH termination pt)</b>			Limited to designated pt of delivery and within 150' of riser pole 13.2.12.a.1 100 KVA TX or smaller 13.2.12.a.2 100 KVA TX's or smaller 13.2.12.a.3 150 KVA 13.2.12.a.3 300 KVA	4, 4a
1 Phase Radial	\$0.00	\$0.00		
2 Phase Radial	\$0.00	\$0.00		
3 Phase Radial (150 KVA)	\$0.00	\$0.00		
3 Phase Radial (300 KVA)	\$0.00	\$0.00		
<b>Loop to Pad Mounted Transformer(s)</b>			Limited to designated point of delivery, up to 300' total 13.2.12.a.4 100 KVA TX or smaller 13.2.12.a.5 100 KVA TX's or smaller 13.2.12.a.6 150 KVA TX 13.2.12.a.6 300 KVA TX	
1 Phase Loop	\$0.00	\$0.00		
2 Phase Loop	\$0.00	\$0.00		
3 Phase Loop (150KVA TX)	\$0.00	\$0.00		
3 Phase Loop (300 KVA TX)	\$0.00	\$0.00		
<b>Secondary Riser and Lateral (excluding HH or junction box)</b>			Limited to 20 feet from riser pole (includes connections) 13.2.12.b.1 #4/0 TPX or smaller 13.2.12.b.2 larger than #4/0 TPX 13.2.12.b.3 #4/0 QPX or smaller 13.2.12.b.4 larger than #4/0 QPX	
Small 1 Phase	\$552.55			
Large 1 Phase	\$1,025.92			
Small 3 Phase	\$801.92			
Large 3 Phase	\$1,530.59			
<b>Small UG Commercial Services</b>			Limited to 60A, 2 wire or 125A, 3 wire - from 6 to 100 ft from pole 13.2.12.c.1.a 60 amp / 2 wire service 13.2.12.c.1.b 125 amp / 3 wire service 13.2.12.c.2.a 60 amp / 2 wire service 13.2.12.c.2.b 125 amp / 3 wire service 13.2.12.c.3.a 60 amp / 3 wire service 13.2.12.c.3.b 125 amp / 3 wire service	
2 wire, accessible wood pole	\$474.23			
3 wire, accessible wood pole	\$434.80			
2 wire, inaccessible wood pole	\$545.29			
3 wire, inaccessible wood pole	\$493.51			
2 wire, accessible concrete pole	\$526.63			
3 wire, accessible concrete pole	\$487.19			
<b>Handhole/Junction Box (excluding connections)</b>				
Small Handhole - per handhole	\$203.40			
Intermediate Handhole - per handhole	\$241.53			
Large Handhole - per handhole	\$817.30			
Padmounted Secondary Junction Box - per box	\$2,567.29			
Padmounted Secondary Junction Cabinet - per cabinet	\$10,992.18			
Tapping sets of customer cables in excess of 12 sets - per set	\$79.20			
<b>Primary Splice Box (including splices &amp; cable pulling set-up)</b>			13.2.12.e.1 13.2.12.e.2 13.2.12.e.3	
1 Phase - per box	\$1,349.64			
2 Phase - per box	\$1,859.16			
3 Phase - per box	\$2,070.15			
<b>Additional Charge for UG Primary Laterals Including trench and Cable-in-Conduit exceeding the limits in 13.2.12.a</b>			Footage exceeds 13.2.12.a limits but not beyond designated point of delivery (designated point of delivery >150 ft radial, >300 ft loop) 13.2.12.f.1 13.2.12.f.2 13.2.12.f.3	4a
1 Phase - per foot	\$0.71			
2 Phase - per foot	\$2.72			
3 Phase - per foot	\$2.48			
<b>Additional Charge for UG Primary Laterals Including trench and Cable-in-Conduit extended beyond designated point of delivery</b>			Applies to any footage beyond designated point of delivery. Also for non-tariff, non-residential, direct buried cable-in-conduit use. 13.2.12.g.1 13.2.12.g.2 13.2.12.g.3	4
1 Phase - per foot	\$8.74			
2 Phase - per foot	\$13.03			
3 Phase - per foot	\$15.26			
<b>UG Feeder</b>			13.2.12.h 13.2.12.h	
1000 KCMIL (trench conduit, splice boxes, & cable) - Per Foot	\$9.02			
Switch Package (4 X 4, 6 X 6 or 9 X 3) - Each	\$27,200.43			
<b>Credits</b>				
<b>Customer Trenching &amp; Backfilling</b>			13.2.13.a.1 13.2.13.a.2	
Primary trench credit - per foot	\$3.48			
Secondary trench credit - per foot	\$2.76			
<b>Customer Installed, FPL Provided Conduit</b>			13.2.13.b.1 13.2.13.b.2	
2" PVC conduit installation credit - per foot	\$ .60			
>2" PVC conduit installation credit - per foot	\$ .84			
<b>Customer Installed FPL HH, Splice Box, Pads</b>			13.2.13.c.2 30" or smaller 13.2.13.c.1 larger than 30" 13.2.13.d 13.3.13.e 13.3.13.f	
Small Handhole - per handhole	\$61.19			
Large Handhole / Primary Splice Box - per HH / Box	\$232.78			
Concrete Pad for Padmounted TX - per pad	\$60.00			
Feeder Splice Box	\$664.74			
Feeder Pad Chambers	\$585.15			

\*Based on FPL's UCD Tariff as found in Section 13 of FPL's Electric Tariff, Effective October 13, 2016.

Page 41 of 80



**RESIDENTIAL TARIFF QUICK REFERENCE SHEET ( maximum 4/0A TPX Service size )**  
 (For reference only - NOT to be used for tariff interpretation)

New Subdivision Application	Customer Cash Contribution per lot	Backbone Trench credit per lot	Service Trench credit per lot	Backbone Conduit credit per lot	Service Conduit credit per lot	Remarks
High Density – 300 or more lots High Density – 100 to 299 lots High Density – 1 to 99 lots	\$0.00 \$0.00 \$57.97	\$149.16	\$156.59	\$62.07	\$48.00	10.3.2., 10.3.3. (See note 1)
Low Density – 200 or more lots Low Density – 85 to 199 lots Low Density – 1 to 84 lots	\$0.00 \$183.35 \$266.35	\$247.06	\$219.22	\$99.47	\$58.80	10.3.2., 10.3.3. (See note 1)
Mobile Home – 300 or more lots Mobile Home – 100 to 299 lots Mobile Home – 1 to 99 lots	\$0.00 \$0.00 \$0.00	\$123.35	N/A	\$50.61	N/A	10.3.2., 10.3.3. (See note 1)

Application	CIAC	Trench Credits	Conduit Credits	Remarks
New UG Svc from OH Including Riser Served from existing HH	\$683.84 \$348.83	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.4.3.a/b 10.4.2.a.1.a 10.4.2.a.1.b
Riser to HH @ base of pole only	\$705.46	N/A	N/A	10.4.2.a.2
OH to UG Svc Conversion FPL UG SVC [1E] Riser to HH @ base pole (customer owned svc) [1F]	\$651.49 \$930.13	(See note 2)	(See note 2)	10.5.4(a), 10.5.3
Replace FPL owned UG Svc from OH source from UG source	\$643.46 \$555.22	(See note 2)	(See note 2)	10.5.4(b), 1/2, 10.5.3
Replace customer UG Svc from pole with FPL UG Svc	\$426.82	(See note 2)	(See note 2)	10.5.4(c), 10.5.3.
Replace customer UG Svc with FPL Svc in existing URD	\$91.81	(See note 2)	(See note 2)	10.5.4(d)
UG Svc - Existing Backbone High Density Low Density	\$258.34 \$348.83	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	(See note 1) 10.3.2(d) Services not prepaid
Svc to Remote Meter Location FPL Trench Utilize Exist Trench Customer Trench	\$7.20/ft \$2.78/ft \$2.02/ft	(See note 3) N/A	N/A	10.2.11.
UG Feeder 1000 KCMIL Switch Cabinet (each)	\$9.02/ft \$27,200.43	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.2(b), 10.3.3.
UG Excess Primary 1 phase 2 phases 3 phases	\$0.71/ft \$2.72/ft \$4.39/ft	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.2(c), 10.3.3. Golf Course, etc.
Road crossing, Customer installed	-	\$3.48 / ft	\$0.60/ft 2" PVC \$0.84/ft > 2" PVC	10.3.3(c), 10.3.3.d
TUG Credit	-		\$60.00 / svc lateral	10.2.8.1

Page 42 of 80

**Based on FPL's URD Tariff as found in Section 10 of FPL's Electric Tariff, Effective October 13, 2016.**

\*Services other than 1/0A or 4/0A TPX, or when density is less than 0.5 units/acre require individual cost estimates.

1. Total credit is limited to the total charges applicable
2. Customer provides trench/backfill AND installs FPL provided conduit
3. In addition to per service lateral charges

High Density = 6 units or more/acre. Low Density = 0.5 to less than 6 units/acre.

NOTE: If the customer is charged by the lot, then the customer is credited by the lot.  
 If the customer is charged by the foot, then the customer is credited by the foot.

# Exhibit B

UCD TARIFF ESTIMATE (UCD Tariff Effective: **10/12/2016**)      WR # **7562900**      DATE: **3/24/2017**

PROJECT: **MANAYEE COUNTY GOLF COURSE PUMPING STATION**      LOCATION: **6415 53RD AVE W**

DESIGNER: **SARAH LAWRENCE**

Exhibit "A"      Exhibit "B"

# OF UNITS      # OF UNITS      CHARGES      CREDITS

(13.2.12.a) Primary lateral riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet for radials and 300 feet for loops.

	From Overhead Termination Point			From Existing Underground Termination Point		
(13.2.12.a.1) Single Phase Radial	\$0.00	X	1	\$0.00	X	1
(13.2.12.a.2) Two Phase Radial	\$0.00	X	1	\$0.00	X	1
(13.2.12.a.3) Three Phase Radial - 150KVA	\$0.00	X	1	\$0.00	X	1
(13.2.12.a.4) Three Phase Radial - 300 KVA	\$0.00	X	1	\$0.00	X	1
(13.2.12.a.5) Single Phase loop	\$0.00	X	1	\$0.00	X	1
(13.2.12.a.6) Two Phase Loop	\$0.00	X	1	\$0.00	X	1
(13.2.12.a.7) Three Phase Loop - 150 KVA	\$0.00	X	1	\$0.00	X	1
(13.2.12.a.7) Three Phase Loop - 300 KVA	\$0.00	X	1	\$0.00	X	1

(13.2.12.b) Secondary riser and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

(13.2.12.b.1) Small Single Phase 4/0 TPX or smaller	\$552.55	X	1			
(13.2.12.b.2) Large Single Phase larger than 4/0 TPX	\$1,025.02	X	1			
(13.2.12.b.3) Small Three Phase 4/0 GPX or smaller	\$601.92	X	1			
(13.2.12.b.4) Large Three Phase larger than 4/0 GPX	\$1,530.58	X	1			

(13.2.12.c) Small UG commercial services (60 Amp 120V / 125 Amp 120/240V per BPO 21010.4)

(13.2.12.c.1.a) 2 wire (120V) service on accessible wood pole	\$474.23	X	1			
(13.2.12.c.1.b) 3 wire (120/240V) service on accessible wood pole	\$434.80	X	1			
(13.2.12.c.2.a) 2 wire (120V) service on inaccessible wood pole	\$545.29	X	1			
(13.2.12.c.2.b) 3 wire (120/240V) service on inaccessible wood pole	\$483.51	X	1			
(13.2.12.c.3.a) 2 wire (120V) service on accessible concrete pole	\$526.63	X	1			
(13.2.12.c.3.b) 3 wire (120/240V) service on accessible concrete pole	\$487.19	X	1			

(13.2.12.d) Handholes and Padmounted Secondary Junction Boxes, excluding connections.

(13.2.12.d.1) Handholes						
(13.2.12.d.1.a) Small 24" handhole	\$203.40	X	1			
(13.2.12.d.1.b) Intermediate 30" handhole	\$241.53	X	1			
(13.2.12.d.1.c) Large 48" handhole	\$817.30	X	1			
(13.2.12.d.2) Pad Mounted Junction Box (PM TX Dummy Cabinet M&S #181-40060-7)	\$2,567.29	X	1			
(13.2.12.d.3.a) Pad Mounted Junction Cabinet (22 port 3 phase cabinet M&S #181-40100-3)	\$18,982.18	X	1			
(13.2.12.d.3.b) Tapping conductors (if more than 12 sets)	\$78.20	X	1			

(13.2.12.e) Primary Splice Box including splices and cable pulling set-up

(13.2.12.e.1) Single Phase per box	\$1,348.84	X	1			
(13.2.12.e.2) Two Phase per box	\$1,858.18	X	1			
(13.2.12.e.3) Three Phase per box	\$2,070.15	X	1			

(13.2.12.f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceeds the limits set in 13.2.12.a to reach FPL designated point of delivery.

(13.2.12.f.1) Single Phase per foot	\$0.71	X	1350			
(13.2.12.f.2) Two Phase per foot	\$2.72	X	1350			
(13.2.12.f.3) Three Phase per foot	\$2.48	X	1350			

(13.2.12.g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the FPL designated point of delivery.

(13.2.12.g.1) Single Phase per foot	\$8.74	X	1			
(13.2.12.g.2) Two Phase per foot	\$13.03	X	1			
(13.2.12.g.3) Three Phase per foot	\$15.25	X	1			

(13.2.12.h) UG Feeder

(13.2.12.h.1) 1000 KCMIL (not including switch package)	\$9.02	X	1			
(13.2.12.h.2) Switch package (8/6 or 8/3 per package)	\$27,200.43	X	1			
(13.2.12.h.3) Switch package (4/4 per package)	\$27,200.43	X	1			

(13.2.13.a) Trench and backfilling credits

(13.2.13.a.1) Credit per foot of primary trench	\$3.48	X	1500			
(13.2.13.a.2) Credit per foot of secondary trench	\$2.76	X	1500			

(13.2.13.b) Conduit installation credits

(13.2.13.b.1) Credit per foot of 2" PVC	\$0.00	X	1500			
(13.2.13.b.2) Credit per foot of >2" PVC	\$0.04	X	1500			

(13.2.13.c) Handhole / primary splice box installation credits

(13.2.13.c.1) Credit per large HH (greater than 30") / Pri Splice Box	\$232.78	X	1			
(13.2.13.c.2) Credit per small / intermediate HH (30" or less)	\$81.19	X	1			

(13.2.13.d) Transformer / cap bank pad installation credits

(13.2.13.d.1) Credit per pad	\$60.00	X	1			
------------------------------	---------	---	---	--	--	--

Feeder Splice Box Credit

Feeder Splice Box Credit	\$664.74	X	1			
Padmount Switch Chamber Credit	\$585.15	X	1			

Additional Charges (e.g. non-rapid trenching, restoration, etc.)

TOTAL CONTRIBUTION:	\$	5,418.15	
LESS TOTAL CREDITS:	\$	-	\$ 5,418.15
TOTAL CASH PAYMENT:	\$	-	
TOTAL CUSTOMER PAYMENT (CONTRIBUTION MAT + LABOR)	\$	5,418.15	
(CONTRIBUTION CASH)	\$	5,418.15	



THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

**2017 Recess Agenda**  
Agenda Item #4

Approved on July 11, 2017,  
pursuant to Resolution R-09-161

**Subject**

Suncoast Campaign for Grade-Level Reading Agreement

**Briefings**

None

**Contact and/or Presenter Information**

Danny Hopkins / Recreation Division Manager / x6005

Marcus Francis / Recreation Supervisor / x6063

**Action Requested**

Authorization to execute the revised Suncoast for Grade-Level Reading Agreement between The Patterson Foundation and Manatee County.

**Enabling/Regulating Authority**

FS 125

**Background Discussion**

On June 20, 2017, the Board authorized execution of the Suncoast Campaign for Grade-Level Reading Agreement between The Patterson Foundation and Manatee County.

The agreement was not executed on June 20 as The Patterson Foundation's legal representative and the County Attorney's Office were making last minute adjustments to the Indemnity Clause.

The agreement has since been signed by The Patterson Foundation and is ready for final Board approval and signature.

**County Attorney Review**

Formal Written Review (Opinion memo must be attached)

**Explanation of Other**

**Reviewing Attorney**

Clague

**Instructions to Board Records**



THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

This item was approved on July 11, 2017, pursuant to Resolution R-09-161.

July 13, 2017:

- One original agreement returned to Cynthia Gray, Parks and Natural Resources Department
- Approved copies of the agenda emailed to [Cynthia.gray@mymanatee.org](mailto:Cynthia.gray@mymanatee.org),  
[Debbie.voorhees@mymanatee.org](mailto:Debbie.voorhees@mymanatee.org), and [Jayne.roberts@mymanatee.org](mailto:Jayne.roberts@mymanatee.org).

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: RLS-2017-0284\_Suncoast Campaign for Grade-Level Reading.pdf

Attachment: Executed Agreement - Suncoast Campaign for Grade-Level Reading.pdf

**From:** William Clague <[william.clague@mymanatee.org](mailto:william.clague@mymanatee.org)>  
**Date:** May 31, 2017 at 9:50:25 AM EDT  
**To:** Marcus Francis <[marcus.francis@mymanatee.org](mailto:marcus.francis@mymanatee.org)>  
**Cc:** Mitchell Palmer <[mitchell.palmer@mymanatee.org](mailto:mitchell.palmer@mymanatee.org)>, Alex Nicodemi <[alex.nicodemi@mymanatee.org](mailto:alex.nicodemi@mymanatee.org)>, Ed Hunzeker <[ed.hunzeker@mymanatee.org](mailto:ed.hunzeker@mymanatee.org)>, Dan Schlandt <[dan.schlandt@mymanatee.org](mailto:dan.schlandt@mymanatee.org)>, Charlie Hunsicker <[charlie.hunsicker@mymanatee.org](mailto:charlie.hunsicker@mymanatee.org)>  
**Subject:** Suncoast Campaign for Grade-Level Reading; RLS-2017-0284

Marcus:

Pursuant to the above Request for Legal Services, you have asked this office to review a memorandum of understanding ("MOU") between the County and The Patterson Foundation ("TPF") to facilitate the operation of the above program at certain County parks. I provide the following advice in response:

1. This office generally advises against the use of MOUs because they can give rise to legal questions as to their enforceability. We have made rare exceptions when warranted by unique factual situations. In this case, we advise that an MOU is not appropriate because the arrangement appears to require legally enforceable commitments of the parties. Accordingly, attached is a draft agreement prepared by this office, that can be utilized for the same purpose as the MOU.
2. By and large the agreement follows the MOU as far as the operation of the program and exchange of funds. Many of the business terms set forth in the body of the MOU are located in the various attachments to the agreement, consistently with the County's practices.
3. We have modelled the agreement off of an existing form used by the Neighborhood Services Department for analogous programs (summer camps, day cares, etc.). We did our best to retain those terms that appeared appropriate and exclude those that do not apply. Please be aware, however, that we have limited information regarding the program and its proposed operation at County parks. We ask that staff review the agreement and let us know if any of the business terms should be modified to better suit the proposed transaction. Please also consult with TPF as necessary.



Subject to the resolution of the issues described above, I have no objection from a legal standpoint to the agreement being scheduled for consideration and approval by the Board.

This concludes my responses to the RLSs.

Bill Clague  
Assistant County Attorney  
Manatee County, Florida  
ph. 941-745-3750  
fx. 941-749-3089  
[william.clague@mymanatee.org](mailto:william.clague@mymanatee.org)

File:	
Assigned To:	

**REQUEST FOR LEGAL SERVICES**

**TO:** Mitchell O. Palmer, County Attorney  
**AUTHORIZED BY:**   
 Charlie Hunsicker, Director, Parks and Natural Resources Department  
**SUBJECT:** The Suncoast Campaign for Grade-Level Reading  
**CONTACT PERSON:** Marcus Francis, Athletics/Youth Camps Recreation Supervisor, Ext. 6063  
**DATE:** May 19, 2017 

**DEPARTMENT/DIVISION**  
**ACCOUNT KEY:** 0010012900

**PROJECT #:**  
 (If applicable)

<b>Service Required:</b> (please check or underline)			
<u>Review Documents</u>	Draft Document	Written Opinion Requested	
Attend Meetings	Advise	Other:	

- Brief statement of the nature of the request or problem:**  
 The Patterson Foundation (TPF) has presented an opportunity for the Parks & Natural Resources Department's (P&NR) summer camp program to participate in the Suncoast Campaign for Grade-Level Reading. The campaign mission is to bridge the gap between school years, reducing the decline in reading levels by students over the summer.

This has been a very recent development since the April 4 Board of County Commissioner meeting, when a "Reach Out and Read Month" Proclamation was adopted. Among others, TPF was recognized as providing funding through the Suncoast Campaign for Grade-Level Reading.

TPF has provided a Memorandum of Understanding (MOU), detailing expectations and required commitments of the department's summer camps programs held at G.T. Bray Park and John H. Marble Park. The department requests that the MOU be reviewed and guide staff on how to proceed.
- Discussion of the implications and the possible impact if not apparent from preceding information:**  
 Although the department is not required to participate, the request for department staff to meet with the TPF Outreach Team came from the Deputy County Administrator's office. The department's Youth Camps supervisor would like to participate as camp activities are already planned for the summer that would meet the expectations of TPF campaign.

Page 47 of 80

To ensure certain requirements are met, the Youth Camps supervisor plans to hire at least one staff person over the summer to oversee the program from start to finish. This person will be responsible for coordinating all activities, writing weekly blogs, posting updates on social media, and providing all required reports each week.

Staff have reviewed the MOU and have noted the following:

- Change department name from Parks & Recreation to Parks & Natural Resources
- Clarification on VI – Program Description: Low-income families (as determined by free and reduced lunch data). Youth Camps supervisor informed Heather (interested party) that we do not monitor this and could not confirm or deny that we meet this requirement, if requested.
- Requested change on VI – #4: Change “twice a week” to “upon completion”
- Clarification on VI – #8: Where do we get the students number?
- Concerns on VI – #11: Is this a requirement, request, or suggestion? Our camp size may prove to be difficult with outsiders scheduling.
- Question on VII – #3: Is this a typo? Our camp doesn’t end until August 4.

**3. Time considerations and their significance:**

Time is of the essence as Summer Camps at G.T. Bray Park and John H. Marble Park start on June 5. Staff will need to hire staff and create documents for the parents, before camps begin.

**4. Factual background:**

None

**5. List and/or attach related documents and known authorities (i.e., statute, ordinance, resolution, administrative code, legal case, contract, lease, letter, memorandum, prior legal opinion, etc.).**

- MOU (draft) – Suncoast Summer Book Challenge 2017 at GT Bray Park
- MOU (draft) – Suncoast Summer Book Challenge 2017 at John H. Marble

**6. Relevant prior legal assistance:**

None

**7. Name and telephone number of other interested or opposing parties or their counsel:**

- Heather Koester, TPF Outreach Support Team, 941-539-0621, [heathermkoester@gmail.com](mailto:heathermkoester@gmail.com)
- Danny Hopkins, P&NR Recreation Division Manager, Ext. 6005
- Debbie Voorhees, P&NR Contracts Manager, Ext. 6013

**8. Other (anything else that should be brought to the attention of the County Attorney’s Office):**

None

c: Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PATTERSON FOUNDATION  
AND  
MANATEE COUNTY PARKS & RECREATION AT G.T. BRAY PARK**

WHEREAS, the Suncoast Campaign for Grade-Level Reading is a community wide effort in Manatee and Sarasota counties to help children, especially those from low-income families, succeed in school by ensuring they read on grade level by the end of third grade;

WHEREAS, the statistics are troubling: 67 percent of children nationwide and more than 80 percent of those from low-income families are not proficient readers by the end of third grade;

WHEREAS, 40% of all third graders in Manatee County and Sarasota County are unable to read proficiently by the end of third grade;

WHEREAS, the Campaign for Grade-Level Reading was launched to reverse this potentially catastrophic trend by supporting common-sense solutions at the federal, state, and local levels;

WHEREAS, summer is a time of great inequity for young people. Over the summer, many young people and their families lose access to critical support that keeps them safe, healthy, and engaged in learning;

WHEREAS, research shows that low-income children can lose two months or more of reading skills over the summer, and children who do that consistently can wind up two years behind their classmates by the end of sixth grade;

WHEREAS, summer learning can be bolstered by coming up with effective ways to get more kids engaged in independent reading and encouraging communication about what they have read to ensure understanding;

WHEREAS, research shows that reading six books at the appropriate reading level during the summer may keep a struggling reader from regressing; and,

WHEREAS, summer learning is a key solution to closing academic and opportunity gaps that plague many communities across the country. Recent research from the RAND Corporation funded by The Wallace Foundation shows that high-quality summer learning programs can not only curb summer learning loss, they can even help boost student achievement. When children continue to learn during the summer, they are healthier, safer, and smarter, and their schools and communities are more successful.

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Program Name: Suncoast Summer Book Challenge 2017 (“SSBC”)

II. Parties to this Memorandum of Understanding (“MOU”):

The Patterson Foundation (“TPF”)  
2 N. Tamiami Trail, Suite 206  
Sarasota, FL 34236  
(941) 952-1413  
Beth Duda  
bduda@thepattersonfoundation.org

and

**Summer Location**

Name of location: Manatee County Parks & Recreation at G.T. Bray Park  
Contact Name: Marcus Francis  
Address: 5502 33rd Avenue Drive West  
City, State, Zip: Bradenton, FL 34209  
Phone Number: 941.742.5923  
Contact email: Marcus.Francis@mymanatee.org  
Facebook Page: Facebook.com/BrayRecreation  
Twitter Handle(s): n/a

III. Effective Date of this MOU: This MOU will be executed and effective on the date of the final signature below.

IV. Termination Date of this MOU: Upon completion of the Suncoast Summer Book Challenge 2017 at the Manatee County Parks & Recreation at G.T. Bray Park.

V. Program Duration: Manatee County Parks & Recreation at G.T. Bray Park will choose the duration of the SSBC at its location.

VI. Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

TPF will provide the following support for Summer Locations serving predominantly low-income families (as determined by free and reduced lunch data) who **fully** participate in the **SSBC**.

Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.
2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Recreation at G.T. Bray Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Recreation at G.T. Bray Park would like to have them participate.
3. All participating students will be provided with the official SSBC Log.
4. Manatee County Parks & Recreation at G.T. Bray Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Recreation at G.T. Bray Park will award the bracelets at least twice a week at Manatee County Parks & Recreation at G.T. Bray Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)
5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Recreation at G.T. Bray Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)
6. A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Experiential learning related to reading will be offered.
7. The contact at Manatee County Parks & Recreation at G.T. Bray Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.
8. Manatee County Parks & Recreation at G.T. Bray Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number) and the number of books they have read. TPF will send a weekly survey to Manatee County Parks & Recreation at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Recreation at G.T. Bray Park will respond to the survey by 6pm on each Friday.
9. Manatee County Parks & Recreation at G.T. Bray Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Recreation at G.T. Bray Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

**I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!**

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.
11. Manatee County Parks & Recreation at G.T. Bray Park will partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Recreation at G.T. Bray Park must present its list of partners to TPF prior to receiving the first support payment from TPF.
12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.
13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Recreation at G.T. Bray Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Manatee County Parks & Recreation at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Recreation at G.T. Bray Park will respond to the survey by 6pm on each Friday.)

**VII. TPF will provide the following for fully participating Summer Locations:**

1. Programs with **more** than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Recreation at G.T. Bray Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Recreation at G.T. Bray Park will receive \$500 for each week the Manatee County Parks & Recreation at G.T. Bray Park program is in session. (For example a 6-week program with 30 or more children will receive \$400 for orientation and \$3,000 for the program, for a total of \$3,400. Likewise, a 10-week program would receive \$5,400.)
2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Recreation at G.T. Bray Park will receive \$400 for conducting the staff orientation/information session; and



b. Manatee County Parks & Recreation at G.T. Bray Park will receive \$200 for each week the Manatee County Parks & Recreation at G.T. Bray Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive \$400 for orientation and \$1,200 for the program, for a total of \$1,600. Likewise, a 10-week program will receive \$2,400.)

3. If all conditions are met, payments from TPF to Manatee County Parks & Recreation at G.T. Bray Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

VIII. Bonus Pool: A bonus pool of \$50,000 will be established by TPF and used as follows:

- TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.
- Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.
- The bonus pool of \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
- The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.
- If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
- If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
- If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
- If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
- If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
- If Summer Location's students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
- If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus

Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.

- All bonus pool decisions will be final.

IX. Communications: Manatee County Parks & Recreation at G.T. Bray Park agrees to abide by the TPF Media Policy as described in Exhibit A.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted above written.

**THE PATTERSON FOUNDATION**

**MANATEE COUNTY PARKS &  
RECREATION AT G.T. BRAY PARK**

---

Name: Debra M. Jacobs  
Title: President and CEO  
Date:

---

Name: Charlie Hunsicker  
Title: Manatee County Parks and Natural  
Resources Director  
Date:

---

Name: Elizabeth (Beth) Duda  
Title: Director, SCGLR  
Date:

---

Name: Marcus Francis  
Title: Manatee County Parks and Natural  
Resources Athletics Supervisor  
Date:

Page 54 of 80

## **Exhibit A: Partner Media/Public Relations/Social Media Policy**

The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means a mutual coordination of strategy, messaging and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

### **Media Inquiries and Interviews**

Direct all media inquiries and questions **related to The Patterson Foundation** to:  
Roxanne Joffe: 941-685-5412 (cell) or [rjoffe@magnifygood.com](mailto:rjoffe@magnifygood.com).

PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

### **Media Releases**

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.
3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to [bjacobs@magnifygood.com](mailto:bjacobs@magnifygood.com).

### **Other Communications & Social Media**

Prior to engaging in any other publicity or communications, including social media activity (that includes without limitation texting, posting, blogging, Twitter, Facebook, and LinkedIn) referencing your work with The Patterson Foundation or mentioning The Patterson Foundation, please coordinate with TPF as noted above for approval.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PATTERSON FOUNDATION  
AND  
MANATEE COUNTY PARKS & RECREATION AT JOHN H. MARBLE PARK**

WHEREAS, the Suncoast Campaign for Grade-Level Reading is a community wide effort in Manatee and Sarasota counties to help children, especially those from low-income families, succeed in school by ensuring they read on grade level by the end of third grade;

WHEREAS, the statistics are troubling: 67 percent of children nationwide and more than 80 percent of those from low-income families are not proficient readers by the end of third grade;

WHEREAS, 40% of all third graders in Manatee County and Sarasota County are unable to read proficiently by the end of third grade;

WHEREAS, the Campaign for Grade-Level Reading was launched to reverse this potentially catastrophic trend by supporting common-sense solutions at the federal, state, and local levels;

WHEREAS, summer is a time of great inequity for young people. Over the summer, many young people and their families lose access to critical support that keeps them safe, healthy, and engaged in learning;

WHEREAS, research shows that low-income children can lose two months or more of reading skills over the summer, and children who do that consistently can wind up two years behind their classmates by the end of sixth grade;

WHEREAS, summer learning can be bolstered by coming up with effective ways to get more kids engaged in independent reading and encouraging communication about what they have read to ensure understanding;

WHEREAS, research shows that reading six books at the appropriate reading level during the summer may keep a struggling reader from regressing; and,

WHEREAS, summer learning is a key solution to closing academic and opportunity gaps that plague many communities across the country. Recent research from the RAND Corporation funded by The Wallace Foundation shows that high-quality summer learning programs can not only curb summer learning loss, they can even help boost student achievement. When children continue to learn during the summer, they are healthier, safer, and smarter, and their schools and communities are more successful.

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Program Name: Suncoast Summer Book Challenge 2017 (“SSBC”)

II. Parties to this Memorandum of Understanding (“MOU”):

The Patterson Foundation (“TPF”)  
2 N. Tamiami Trail, Suite 206  
Sarasota, FL 34236  
(941) 952-1413  
Beth Duda  
bduda@thepattersonfoundation.org

and

**Summer Location**

Name of location: Manatee County Parks & Recreation at John H. Marble Park  
Contact Name: Marcus Francis  
Address: 3675 53rd Avenue East  
City, State, Zip: Bradenton, FL 34203  
Phone Number: 941.742.5923  
Contact email: Marcus.Francis@mymanatee.org  
Facebook Page: n/a  
Twitter Handle(s): n/a

III. Effective Date of this MOU: This MOU will be executed and effective on the date of the final signature below.

IV. Termination Date of this MOU: Upon completion of the Suncoast Summer Book Challenge 2017 at the Manatee County Parks & Recreation at John H. Marble Park.

V. Program Duration: Manatee County Parks & Recreation at John H. Marble Park will choose the duration of the SSBC at its location.

VI. Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

TPF will provide the following support for Summer Locations serving predominantly low-income families (as determined by free and reduced lunch data) who **fully** participate in the **SSBC**.

Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.
2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Recreation at John H. Marble Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Recreation at John H. Marble Park would like to have them participate.
3. All participating students will be provided with the official SSBC Log.
4. Manatee County Parks & Recreation at John H. Marble Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Recreation at John H. Marble Park will award the bracelets at least twice a week at Manatee County Parks & Recreation at John H. Marble Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)
5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Recreation at John H. Marble Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)
6. A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Experiential learning related to reading will be offered.
7. The contact at Manatee County Parks & Recreation at John H. Marble Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.
8. Manatee County Parks & Recreation at John H. Marble Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number) and the number of books they have read. TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Summer Location will respond to the survey by 6pm on each Friday.
9. Manatee County Parks & Recreation at John H. Marble Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks &

Recreation at John H. Marble Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

**I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!**

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.
11. Manatee County Parks & Recreation at John H. Marble Park will partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Recreation at John H. Marble Park must present its list of partners to TPF prior to receiving the first support payment from TPF.
12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.
13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Recreation at John H. Marble Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Manatee County Parks & Recreation at John H. Marble Park will respond to the survey by 6pm on each Friday.)

**VII. TPF will provide the following for fully participating Summer Locations:**

1. Programs with **more** than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Recreation at John H. Marble Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Recreation at John H. Marble Park will receive \$500 for each week the Manatee County Parks & Recreation at John H. Marble Park program is in session. (For example a 6-week program with 30 or more children will receive \$400 for orientation and \$3,000 for the program, for a total of \$3,400. Likewise, a 10-week program would receive \$5,400.)

2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Recreation at John H. Marble Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Recreation at John H. Marble Park will receive \$200 for each week the Manatee County Parks & Recreation at John H. Marble Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive \$400 for orientation and \$1,200 for the program, for a total of \$1,600. Likewise, a 10-week program will receive \$2,400.)
3. If all conditions are met, payments from TPF to Manatee County Parks & Recreation at John H. Marble Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

VIII. Bonus Pool: A bonus pool of \$50,000 will be established by TPF and used as follows:

- TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.
- Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.
- The bonus pool of \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
- The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.
- If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
- If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
- If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
- If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.



- If Summer Location’s students don’t on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
- If Summer Location’s students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
- If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.
- All bonus pool decisions will be final.

IX. Communications: Manatee County Parks & Recreation at John H. Marble Park agrees to abide by the TPF Media Policy as described in Exhibit A.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted above written.

**THE PATTERSON FOUNDATION**

**MANATEE COUNTY PARKS & RECREATION AT JOHN H. MARBLE PARK**

\_\_\_\_\_  
 Name: Debra M. Jacobs  
 Title: President and CEO  
 Date:

\_\_\_\_\_  
 Name: Charlie Hunsicker  
 Title: Manatee County Parks and Natural Resources Director  
 Date:

\_\_\_\_\_  
 Name: Elizabeth (Beth) Duda  
 Title: Director, SCGLR  
 Date:

\_\_\_\_\_  
 Name: Marcus Francis  
 Title: Manatee County Parks and Natural Resources Athletic Director  
 Date:

Page 61 of 80

## **Exhibit A: Partner Media/Public Relations/Social Media Policy**

The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means a mutual coordination of strategy, messaging and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

### **Media Inquiries and Interviews**

Direct all media inquiries and questions **related to The Patterson Foundation** to:  
Roxanne Joffe: 941-685-5412 (cell) or [rjoffe@magnifygood.com](mailto:rjoffe@magnifygood.com).

PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

### **Media Releases**

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.
3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to [bjacobs@magnifygood.com](mailto:bjacobs@magnifygood.com).

### **Other Communications & Social Media**

Prior to engaging in any other publicity or communications, including social media activity (that includes without limitation texting, posting, blogging, Twitter, Facebook, and LinkedIn) referencing your work with The Patterson Foundation or mentioning The Patterson Foundation, please coordinate with TPF as noted above for approval.

## **AGREEMENT FOR CHARITABLE SERVICES**

**THIS AGREEMENT** (“Agreement”) is entered into by and between Manatee County (“County”), a political subdivision of the State of Florida, and The Patterson Foundation (“TPF”), a fully endowed charitable trust.

**WHEREAS**, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or low-income residents of the County, to promote the general health, safety, and welfare; and

**WHEREAS**, TPF is a fully endowed charitable trust that was established in perpetuity for the purpose of providing social and economic support services to local nonprofit organizations and low-income residents of the community; and

**WHEREAS**, Suncoast Campaign for Grade-Level Reading is a TPF program for a community-wide effort in the County to help children, especially of low-income households, succeed in school by ensuring they read on grade level by the end of third grade; and

**WHEREAS**, Suncoast Campaign for Grade-Level Reading has a summer program, Suncoast Summer Book Challenge 2017 (“SSBC”), a program designed to encourage a culture of reading and summer learning among elementary school students of the County; and

**WHEREAS**, it is in the best interest of the health, safety, and welfare of the residents of the County, and serves a valid public purpose, for the County to enter into this Agreement with the TPF to provide support for the Suncoast Campaign for Grade-Level Reading’s SSBC program, as further defined herein, to be provided by TPF to residents of the County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1: SCOPE OF SERVICE.** TPF covenants and represents to the County that TPF shall provide a program of support as described in the below attachments, hereinafter referred to as the "Program."

**ARTICLE 2: CONTRACT DOCUMENTS.** TPF shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment “A” – Program Description of G.T. Bray Park**
- Attachment “B” – Payments for G.T. Bray Park**
- Attachment “C” – Program Description of John H. Marble Park**
- Attachment “D” – Payments for John H. Marble Park**
- Attachment “E” – Public Relations Policy**

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

**ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS.** County shall be paid by TPF an amount in accordance with Attachment B and Attachment D for the provision of the Program. No agent or employee of the County may authorize a modification of this provision. Any modification in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

**ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION.** Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on the date of the final signature below. The Program, whether provided before or after the execution of this Agreement, shall be provided by TPF in accordance with all requirements and terms of this Agreement. The County reserves the right to determine the duration of the SSBC at the location identified in Attachment A and Attachment C.

**ARTICLE 5: TERMINATION.**

i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to TPF upon determining that TPF has failed to comply with the terms of this Agreement. The notice shall specify the manner in which the TPF has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the TPF shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination.

iii. In the event that this Agreement encompasses multiple programs (Attachment A, B, C, etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

**ARTICLE 6: NOTICES.** All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

**If mailed to TPF:** THE PATTERSON FOUNDATION  
2 N. TAMIAMI TRAIL, SUITE 206  
SARASOTA, FL 24236  
ATTN: BETH DUDA

**If mailed to County:** MANATEE COUNTY PARKS & NATURAL RESOURCES AT  
G.T. BRAY PARK  
5502 33<sup>rd</sup> AVENUE DRIVE WEST  
BRADENTON, FL 34209  
ATTN: MARCUS FRANCIS

AND

MANATEE COUNTY PARKS & NATURAL RESOURCES AT  
JOHN H. MARBLE PARK  
3675 53<sup>rd</sup> AVENUE EAST  
BRADENTON, FL 34203  
ATTN: MARCUS FRANCIS

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

**ARTICLE 7: GENERAL CONDITIONS.**

**A: MAINTENANCE OF RECORDS; AUDITS**

i. TPF shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. TPF shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. TPF's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, TPF shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or TPF made by any local, State or Federal agency. TPF shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by TPF for at least three (3) years after the termination of this Agreement.

iii. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by TPF to County as requested.

**B: PUBLIC RECORDS.**

i. Keep and maintain public records required by the County to perform the service.

ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if TPF does not transfer the records to the County.

iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of TPF or keep and maintain public records required by the County to perform the service. If TPF transfers all public records to the County upon completion of the Agreement, TPF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TPF keeps and maintains public records upon completion of the Agreement, TPF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF TPF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org), Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

**C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION.** The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, TPF covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

**D: LICENSES.** TPF shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's Representative.

**E: CONTRACTUAL LIABILITY.** The relationship of the County to TPF shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to TPF or any of the officers, employees, personnel, agents, or subcontractors of TPF any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the TPF in connection with the Program or for debts or claims accruing to such parties. TPF shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

**F: SUBCONTRACTORS.** A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of the County. Therefore, TPF agrees that the Program shall be provided by volunteers or employees of TPF, and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for TPF's program.

**G: NON-ASSIGNABILITY.** TPF may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

**H: TPF'S REPRESENTATIVES.** Within thirty (30) days from the date of execution of this Agreement by both parties, TPF shall provide the County with a list of representatives authorized to act on behalf of TPF. The list of authorized representatives shall be approved by the TPF's Board of Directors.

**I: TPF'S DIRECTORS.** TPF's paid staff shall not be a voting or elected member of the TPF's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to TPF. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Community Services Department may serve on TPF's governing board.

**ARTICLE 8: INDEMNIFICATION.** TPF shall indemnify the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of, or failure to perform, the Program required by this Agreement, only to the extent caused by the sole negligence of TPF. Any performance bond or insurance protection required by this Agreement, or otherwise provided by TPF, shall in no way limit the responsibility to indemnify the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of TPF's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to TPF at the above listed address. Upon receipt of notice, TPF, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from TPF attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**ARTICLE 9: INSURANCE.** Without limiting any of the other obligations or liabilities of TPF, TPF shall, at the TPF's sole expense, procure, maintain and keep in force amounts and types of insurance necessary to cover the cost of its obligations pursuant to Article 8. TPF shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements. Until such time as the insurance is no longer required, TPF shall provide the County with renewal or replacement certificates of insurance not less than the day prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available TPF shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

TPF shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. TPF shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

**ARTICLE 10: COUNTY'S REPRESENTATIVE.** Manatee County Parks and Natural Resources Director or Manatee County Parks and Natural Resources Athletics Supervisor shall serve as the County's representative and are authorized to interpret this Contract and designate such additional employees as may be required to monitor TPF's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County's Parks and Natural Resources Director or his designee.

**ARTICLE 11: AMENDMENTS.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

**ARTICLE 12: SEVERABILITY.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

**ARTICLE 13: HEADINGS.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 14: 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 cause beyond the reasonable control of the party obliged to perform.

**ARTICLE 15: 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 be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the TPF and any providers of promotional, advertising or other services, or goods, purchased by TPF. 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.

**ARTICLE 16: CONSTRUCTION.** This Agreement represents the full agreement of the parties. 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.

**ARTICLE 17: 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.



**ARTICLE 18: 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.

**ARTICLE 19: 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.


**ARTICLE 20: ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

**ARTICLE 21: EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

**ARTICLE 22: AUTHORITY TO EXECUTE.** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.


**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth below.

**THE PATTERSON FOUNDATION**

By:   
Print Name: Debra M. Jacobs  
Title: President & CEO  
Phone Number: 941-952-1413

Page 69 of 80

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

By: Board of County Commissioners  
By:   
County Administrator  
Date: July 11, 2017

**ATTACHMENT A:  
Program Description of G.T. Bray Park**

Program Name: Suncoast Summer Book Challenge 2017 (“SSBC”).

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

Name of Location: Manatee County Parks & Natural Resources at G.T. Bray Park

Address: 5502 33rd Avenue Drive West, Bradenton, Florida 34209

Contact Name: Marcus Francis

Phone Number: 941.742.5923

Contact Email: Marcus.Francis@mymanatee.org

Facebook Page: Facebook.com/BrayNatural Resources

Program Duration: SSBC program shall have a begin date of June 5, 2017 and terminate August 4<sup>th</sup>, 2017.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who **fully** participate in the **SSBC**. Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.
2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Natural Resources at G.T. Bray Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Natural Resources at G.T. Bray Park would like to have them participate.
3. All participating students will be provided with the official SSBC Log.
4. Manatee County Parks & Natural Resources at G.T. Bray Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Natural Resources at G.T. Bray Park will award the bracelets upon completion at Manatee County Parks & Natural Resources at G.T. Bray Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)
5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Natural Resources at G.T. Bray Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

6. A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Experiential learning related to reading will be offered.
7. The contact at Manatee County Parks & Natural Resources at G.T. Bray Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.
8. Manatee County Parks & Natural Resources at G.T. Bray Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number), if available, and the number of books they have read. TPF will send a weekly survey to Manatee County Parks & Natural Resources at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Natural Resources at G.T. Bray Park will respond to the survey by 6pm on each Friday.
9. Manatee County Parks & Natural Resources at G.T. Bray Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Natural Resources at G.T. Bray Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

**I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!**

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.
11. Manatee County Parks & Natural Resources at G.T. Bray Park should strive to partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators in order to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Natural Resources at G.T. Bray Park must present its list of partners to TPF prior to receiving the first support payment from TPF.
12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.
13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Natural Resources at G.T. Bray Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by

6:00pm during each week of the program. (TPF will send a weekly survey to Manatee County Parks & Natural Resources at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Natural Resources at G.T. Bray Park will respond to the survey by 6:00pm on each Friday.)

**ATTACHMENT: B**  
**Payment for G.T. Bray Park**

I. TPF will provide the following for fully participating Summer Locations:

1. Programs with **more** than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive \$500 for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session. (For example a 6-week program with 30 or more children will receive \$400 for orientation and \$3,000 for the program, for a total of \$3,400. Likewise, a 10-week program would receive \$5,400.)
2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive \$200 for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive \$400 for orientation and \$1,200 for the program, for a total of \$1,600. Likewise, a 10-week program will receive \$2,400.)
3. If all conditions are met, payments from TPF to Manatee County Parks & Natural Resources at G.T. Bray Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

II. Bonus Pool: A bonus pool of \$50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.
2. Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.
3. The bonus pool of \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
4. The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.

Page 73 of 80

5. If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
  6. If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
  7. If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
  8. If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
  9. If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
  10. If Summer Location's students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
  11. If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.
  12. All bonus pool decisions will be final.
- III. Communications: Manatee County Parks & Natural Resources at G.T. Bray Park agrees to abide by the TPF Public Relations Policy as described in Exhibit E.

**ATTACHMENT: C**  
**Program Description of John H. Marble Park**

Program Name: Suncoast Summer Book Challenge 2017 (“SSBC”)

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

Name of Location: Manatee County Parks & Natural Resources at John H. Marble Park

Address: 3675 53rd Avenue East, Bradenton, Florida 34203

Contact Name: Marcus Francis

Phone Number: 941.742.5923

Contact Email: Marcus.Francis@mymanatee.org

Program Duration: SSBC program shall have a begin date of June 5, 2017 and terminate August 4<sup>th</sup>, 2017.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who **fully** participate in the **SSBC**. Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.
2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Natural Resources at John H. Marble Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Natural Resources at John H. Marble Park would like to have them participate.
3. All participating students will be provided with the official SSBC Log.
4. Manatee County Parks & Natural Resources at John H. Marble Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Natural Resources at John H. Marble Park will award the bracelets upon completion at Manatee County Parks & Natural Resources at John H. Marble Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)
5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Natural Resources at John H. Marble Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

Page 75 of 80

6. A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Experiential learning related to reading will be offered.
7. The contact at Manatee County Parks & Natural Resources at John H. Marble Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.
8. Manatee County Parks & Natural Resources at John H. Marble Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number), if available, and the number of books they have read. TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Summer Location will respond to the survey by 6pm on each Friday.
9. Manatee County Parks & Natural Resources at John H. Marble Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Natural Resources at John H. Marble Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

**I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!**

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.
11. Manatee County Parks & Natural Resources at John H. Marble Park should strive to partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators in order to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Natural Resources at John H. Marble Park must present its list of partners to TPF prior to receiving the first support payment from TPF.
12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.
13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Natural Resources at John H. Marble Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Manatee County Parks &



Natural Resources at John H. Marble Park will respond to the survey by 6:00pm on each Friday.)

**ATTACHMENT: D**  
**Payment at John H. Marble Park**

I. TPF will provide the following for fully participating Summer Locations:

1. Programs with **more** than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Natural Resources at John H. Marble Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Natural Resources at John H. Marble Park will receive \$500 for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session. (For example a 6-week program with 30 or more children will receive \$400 for orientation and \$3,000 for the program, for a total of \$3,400. Likewise, a 10-week program would receive \$5,400.)
2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Natural Resources at John H. Marble Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Natural Resources at John H. Marble Park will receive \$200 for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive \$400 for orientation and \$1,200 for the program, for a total of \$1,600. Likewise, a 10-week program will receive \$2,400.)
3. If all conditions are met, payments from TPF to Manatee County Parks & Natural Resources at John H. Marble Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

II. Bonus Pool: A bonus pool of \$50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.
2. Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.
3. The bonus pool of \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
4. The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.

Page 78 of 80

5. If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
  6. If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
  7. If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
  8. If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
  9. If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
  10. If Summer Location's students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
  11. If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.
  12. All bonus pool decisions will be final.
- III. Communications: Manatee County Parks & Natural Resources at John H. Marble Park agrees to abide by the TPF Public Relations Policy as described in Exhibit E.

**ATTACHMENT: E**  
**Public Relations Policy**

The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means a mutual coordination of strategy, messaging and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

**Media Inquiries and Interviews**

Direct all media inquiries and questions **related to The Patterson Foundation** to:  
Roxanne Joffe: 941-685-5412 (cell) or [rjoffe@magnifygood.com](mailto:rjoffe@magnifygood.com).

PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

**Media Releases**

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.
3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to [bjacobs@magnifygood.com](mailto:bjacobs@magnifygood.com).

**Other Communications & Social Media**

Prior to engaging in any other publicity or communications, including social media activity (that includes without limitation texting, posting, blogging, Twitter, Facebook, and LinkedIn) referencing your work with The Patterson Foundation or mentioning The Patterson Foundation, please coordinate with TPF as noted above for approval.