
INTERLOCAL AGREEMENT
regarding
FORT HAMER EXTENSION

MANATEE COUNTY, FLORIDA
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 26th day of September, 2017, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **School Board of Manatee County, Florida**, a body corporate created and existing under the laws of the State of Florida, hereinafter referred to as the “School Board”.

RECITALS

WHEREAS, Section 163.3180, *Florida Statutes*, provides that the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries; and

WHEREAS, Section 163.3180, *Florida Statutes*, establishes the School Board’s constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis to the residents of Manatee County; and

WHEREAS, Section 163.01, *Florida Statutes*, the “Interlocal Cooperation Act”, authorizes the County and the School Board to enter into interlocal agreements to jointly exercise common powers to carry out the purposes and requirements of Part II, Chapter 163, *Florida Statutes*, the “Growth Management Act”; and

WHEREAS, the School Board intends to design, permit and construct a high school, scheduled for completion in August, 2019, in accordance with a site plan, a copy of which is attached hereto as Exhibit “A” (the “School Project”), which has been approved by the County by operation of law pursuant to Florida Statute 1013.33; and

WHEREAS, during the process for consideration of the School Project, the County identified certain road improvements necessary from a public safety and access standpoint in order to serve the School Project (the “Alternative Access and Safety Improvements”), the construction of which may be prohibitively expensive and logistically difficult; and

WHEREAS, the County has in its five-year Capital Improvements Plan (“CIP”) plans funded design of Fort Hamer Extension Road from its current terminus at U.S. 301 to Erie Road

(the "Road Project"). Construction costs for the new road are to be funded in future years of the CIP. The total length of Fort Hamer road, subject to this Agreement, from U.S 301 to Erie Road is approximately 7,100 feet; and

WHEREAS, the portion of the Road Project extending south from Erie Road to the proposed access point for the School Project (approximately 2200 feet or 30.98% of the total Fort Hamer Road length) depicted on Exhibit "A" (the "School Access Segment") will (a) serve as the primary access road for the School Project, (b) avoid the need to build the Alternative Access and Safety Improvements, and (c) facilitate the safe operation of the School Project; and

WHEREAS, the School Board and the County wish to enter into this Interlocal Agreement to provide for the School Board to advance funds for the engineering design, permitting, right-of-way acquisition, construction management services and construction of the School Access Segment of the Road Project, so that it will be completed by May 1, 2019, and to advance the Road Project to an earlier date in the County's Capital Improvement Program, subject to the condition and limitations set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the School Board agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapter 125 of Florida Statutes and Section 1013.51 of Florida Statutes.

Article II
SCHOOL BOARD FUNDING ADVANCE TOWARD PROJECT FUNDING;
COUNTY REIMBURSEMENT OF SCHOOL BOARD

2.1 School Board Funding Advance. No later than sixty (60) days after the County provides the School Board with notice of the County entering into an agreement with a developer or construction contractor for the construction of the Road Project, the School Board shall advance to the County, by wire transfer or cashier's check, legally available funds in an amount equal to 30.98 percent (30.98%) of the total estimated capital costs of the engineering design, permitting, right-of-way acquisition, construction management services and construction of the Road Project, in no event to exceed four million dollars (\$4,000,000) (the "School Board Funding Advance"). The percentage used to determine the School Board Funding Advance is equivalent to the percentage of the Road Project comprised of the School Access Segment, based upon a 2-lane road configuration.

2.2 Use of School Board Contribution; Project Savings. The County shall use the School Board Funding Advance solely for the purpose of paying the cost of engineering, design, permitting, right-of-way acquisition, construction management services and construction of the Road Project. The County may construct the Road Project and incur such costs directly with its own forces, or through an agreement with a developer or construction contractor.

2.3 Single Stormwater System. The School Board and the County acknowledge that there might be a potential for cost saving by designing a single stormwater management system or pond(s) to serve both Fort Hamer Road and School site within County property, and the School Project may utilize excess fill dirt from the adjacent County property or fill dirt from the North Water Reclamation Facility existing stock pile. The School Board and County agree to cooperate in good faith in determining the locations of such pond(s) and potential uses of excess fill dirt and the amount of credits for the pond(s) or excess dirt, if any.

2.4 Reimbursement of School Board. The County and the School Board agree that the School Board is advancing the funds as set forth in Section 2.1 above in order to (a) to make funds available to the County for construction of the School Access Segment of the Road Project in time for the opening of the School Project in August, 2019, and (b) to pay the School Board's share of transportation related impacts of the School Project in the amount of \$2,000,000 (Two Million Dollars). The remaining portion of the School Board Funding Advance constitutes the funds made available to advance the Road Project. The County shall reimburse the School Board the amount of \$2,000,000 (two million dollars) plus interest at an annual rate of one and seventy four hundredths percent (1.74%) which amount is the amount equal to the School Board Funding Advance less the School Board's share of transportation related impacts outlined above (the "Reimbursement Amount"). The County shall utilize the transportation impact fee fund or other legally available non-*ad valorem* revenues to reimburse the School District. The Reimbursement Amount shall be repaid by the County to the School District as follows: one-third (1/3) of the amount including interest to be paid in 2022, one-third (1/3) of the amount including interest in 2023 and the balance in full including interest in 2024.

2.5 Construction Schedule. The County shall schedule the construction of the Road Project to advance the construction of the School Access Segment, with a target completion date of May 1, 2019.

2.6 County CIP. Within a reasonable time after, or concurrently with, the execution of this Interlocal Agreement, the County shall amend its CIP to advance the construction of the Road Project and School Access Segment to be consistent with this Interlocal Agreement. Such CIP amendment shall not affect or otherwise advance the dates of reimbursement to the School Board set forth in Section 2.4.

2.7 County's Obligation. The County shall provide a Right of Way easement or convey sufficient land to the School District across County-owned property adjacent to the School Project so that the Ft. Hamer Road School Segment can be connected to the School Project site.

The approximate location of the property required by the School District is shown on attached Exhibit "A".

Article III
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect as of its date set forth above and shall remain in effect until the Reimbursement Amount is fully paid.

3.2 Termination. This Agreement may not be terminated once the School District has advanced the funds to the County in reliance on the Agreement.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the School Board by its elected board, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the School Board each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the School Board, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely with legally available non-*ad valorem* revenues in the

manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Indemnification. To the extent permitted by law, and specifically subject to the provisions and dollar limitations set forth in Section 768.28, *Florida Statutes*, each party hereto (hereinafter the “indemnifying party”) shall defend, indemnify, and save the other harmless, including its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses, and expenses, including costs and attorney’s fees, brought by third parties, and which arise out of or result from the negligent or wrongful acts or omissions of the indemnifying party, including its officers, agents, or employees, made in connection with the performance of the acts, duties, covenants, and obligation arising out of or imposed to this Interlocal Agreement. A party agreeing to indemnify the other pursuant to this section shall not be deemed to have admitted liability or fault in any way by agreeing to defend the other under the terms of this section.

5.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.5 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.6 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.7 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.8 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida. Should either party be required to resort to litigation to enforce the terms of this Agreements, the prevailing party in such litigation, including appeals, shall be entitled to receive its fees and costs, including its reasonable attorneys’ fees, from the non-prevailing party. The parties agree that they shall not sue under this agreement until they

have attempted to resolve their differences through an agreed upon alternative dispute process, which completion of such process is deemed a condition precedent to litigation.

5.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Colonnese, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to School Board: Superintendent of Schools
School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

941-708-8770 (Phone)

With a copy to:

Patricia Petruff, School Board Attorney
Dye, Harrison, Kirkland, Petruff & St. Paul, PLLC
1206 Manatee Avenue West
Bradenton, FL 34205
941-748-4411 (Phone)

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

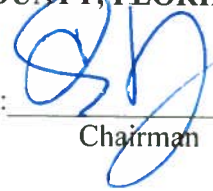
WHEREFORE, the County and the School Board have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
County Administrator 9/26/17

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: 
Chairman

ATTEST:

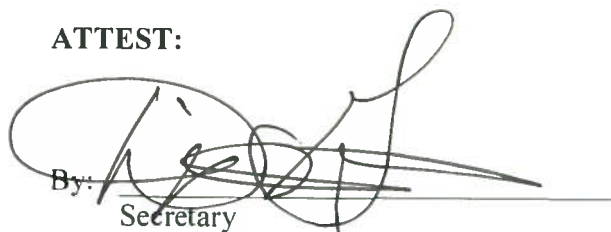
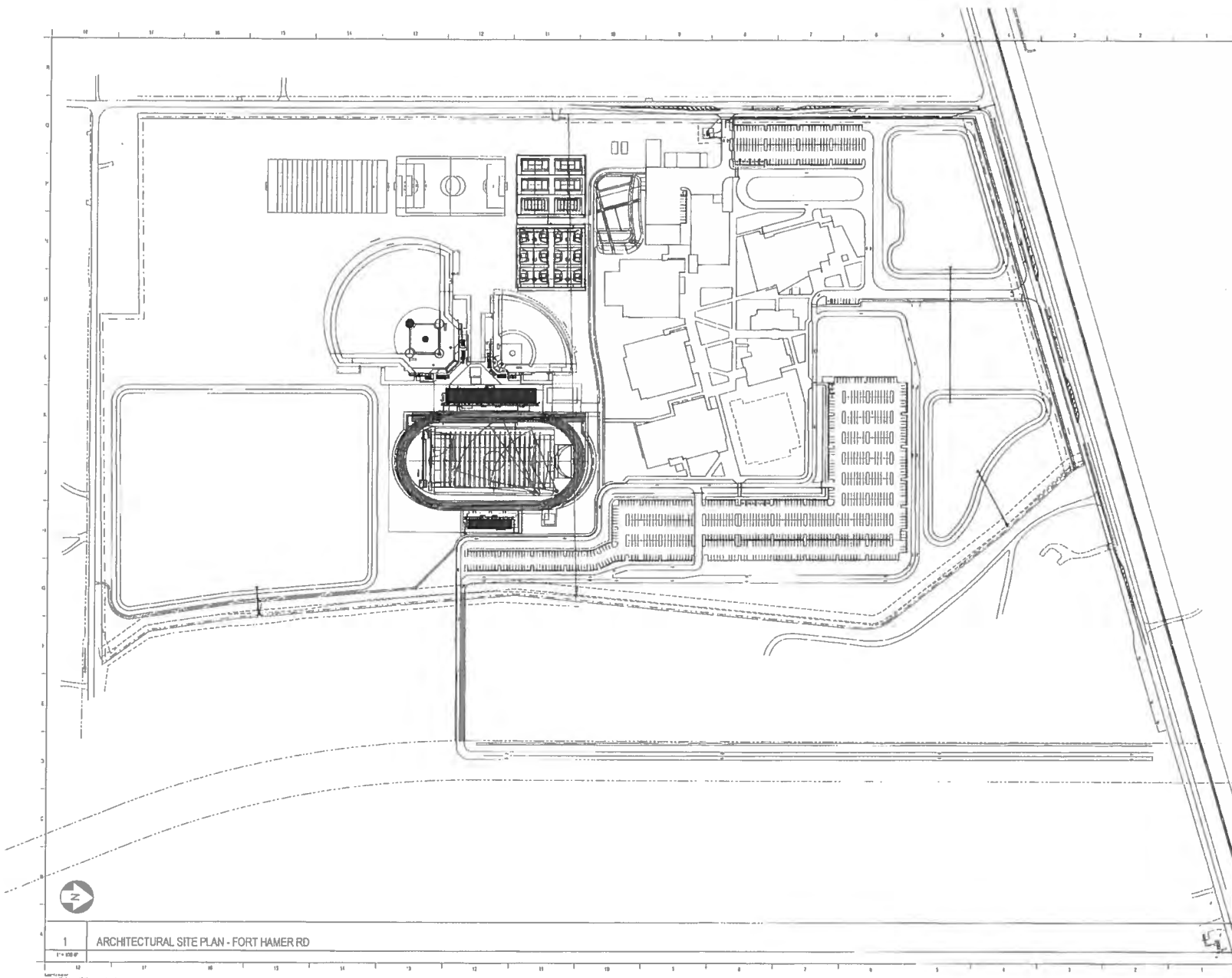
By: 
Secretary

EXHIBIT "A"
SCHOOL PROJECT SITE PLAN

[to be attached]



SCHENKEL SIVULTZ
 ARCHITECTURAL FIRM
 4714 Midway Rd
 Sarasota, FL 34238
 Phone: 941.552.0272
 Fax: 941.552.0222
 www.schenkelsivultz.com
 2014 AIA Florida License #140000001
 2014 AIA Florida License #140000002
 2014 AIA Florida License #140000003
 2014 AIA Florida License #140000004
 2014 AIA Florida License #140000005
 2014 AIA Florida License #140000006
 2014 AIA Florida License #140000007
 2014 AIA Florida License #140000008
 2014 AIA Florida License #140000009
 2014 AIA Florida License #140000010

CONSTRUCTION PERMITS
 BY THE CITY



SCALE: 1/8" = 1'-0"

PROJECT LOCATION

North County High School

PROJECT LOCATION



North County of Florida County
 2100 North County Blvd
 Ft. Myers, Florida 34102

DATE: May 08, 2017
 SCALE: 1/8" = 1'-0"

DESIGNED BY: Author
 CHECKED BY: Designer

FORT HAMER RD

AS000

Design Development Phase

1 ARCHITECTURAL SITE PLAN - FORT HAMER RD

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - September 26, 2017

September 26, 2017 - Regular Meeting
Agenda Item #33

**Approved in Open Session 9/26/17,
Manatee County
Board of County Commissioners**

Subject

Fort Hamer Extension Interlocal Agreement

Briefings

None

Contact and/or Presenter Information

Clarke Davis, Transportation Planning Manager, ext. 7272

Sia Mollanazar, P.E., Deputy Director, Engineering Services

Action Requested

Authorization for the County Administrator to execute the Interlocal Agreement regarding Fort Hamer Extension between Manatee County and the School Board of Manatee County.

Enabling/Regulating Authority

Section 163.01, Florida Statutes

Background Discussion

The School Board intends to design, permit, and construct a high school located south of Erie Road and west of U.S. 301 in Parrish. It is scheduled for completion in August 2019. During the approval process for the School Site Plan, the County identified certain local road improvements necessary to provide for public safety and adequate access to serve the school.

Concurrently, the County has proposed in its draft Capital Improvements Program (CIP), design of Fort Hamer Road from its current terminus at U.S. 301 to Erie Road.

This has presented an opportunity for the School District to relocate its primary student access from Erie Road to Fort Hamer Road. This is expected to mitigate the need to build the alternative access and safety improvements on the local road network. The interlocal agreement is presented as a means for the County and School District to coordinate funding and accelerated construction of Fort Hamer Road so it will be in place for the school opening in August 2019.

This Interlocal Agreement provides for the School District to advance funds for the engineering design, permitting, right-of-way acquisition, construction management services, and construction of the school access segment of Fort Hamer Road.

The School District shall advance to the County funds in an amount equal to 30.98 percent of the total estimated capital costs of the engineering design, permitting, right-of-way acquisition, construction management services, and construction of the Fort Hamer Extension. This amount is estimated to be and is capped at four million dollars.

The School District's share of the cost is two million dollars, and this amount shall not be reimbursed. The County shall reimburse the School District the remaining balance of two million dollars plus interest at an annual rate of 1.74% with repayment of the principal amounts as follows: one-third in 2022, one-third in 2023 and the remaining third in 2024.

At their meeting on September 7, 2017, the Board of County Commissioners continued this item to September 12, 2017. The September 12, 2017, meeting was postponed to September 18, 2017, and at that meeting the item was continued to the meeting of September 26, 2017.

The new proposed interlocal agreement is being finalized and will be distributed prior to the meeting.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Bill Clague, Assistant County Attorney, participated in the development and review of the interlocal agreement.

Reviewing Attorney

Clague

Instructions to Board Records

Provide two executed originals to County Administrator to be delivered to the School Board for approval and execution, with one original to be returned to Board Records for filing pursuant to Florida Statute 163.01.

Two executed Agmts picked up by Atty. Petruff, to obtain School Board signature. One Agmt to be returned to Board Records. RT

Cost and Funds Source Account Number and Name

\$2,000,000 - Capital Improvement Program

Amount and Frequency of Recurring Costs

N/A

MEMORANDUM



To: Ed Hunzeker, County Administrator

From: Diane Vollmer, Agenda Coordinator

Date: September 25, 2017

Subject: **Agenda Update for Meeting of September 26, 2017**

THIS MEMO AND THE CHANGES INDICATED BELOW ARE REFLECTED IN THE ELECTRONIC AGENDA (E-AGENDA)

CHANGES TO REGULAR AGENDA

PUBLIC WORKS

33. **Fort Hamer Extension Interlocal Agreement** – The agenda item was updated to include the Interlocal Agreement.

ADDITIONS TO REGULAR AGENDA

NEIGHBORHOOD SERVICES

37. **Low Income Pool Agreements** – Request for:
1. Approval of Low Income Pool (LIP) funds and the associated Letter of Agreement (LOA) with the Florida Agency of Health Care Administration (AHCA) for Manatee Memorial Hospital (\$3,426,586), Blake Hospital (\$280,732), and Manatee County Rural Health Services (\$1,419,268) and authorization for \$200,000 to be used for results based contracting with each provider for a total approved budget amount of \$5,326,586.
 2. Authorization for the Neighborhood Services Department Director, and or their designee, to sign AHCA Letters of Agreement.

From: [Diane Vollmer](#)
To: [Betsy Benac](#); [Carol Whitmore](#); [Charles Smith](#); [Priscilla WhisenantTrace](#); [Robin DiSabatino](#); [Stephen R Jonsson](#); [Vanessa Baugh](#)
Cc: [Mitchell Palmer](#); [William Clague](#); [Vicki Tessmer](#); [Quantana Acevedo](#); [Robin Toth](#); [Ron Schulhofer](#); [Clarke Davis](#); [Sia Mollanazar](#); [Cheri Coryea](#); [Dan Schlandt](#); [Ed Hunzeker](#); [John Osborne](#)
Subject: September 26 BCC Agenda - Fort Hamer Extension Interlocal Agreement
Date: Monday, September 25, 2017 11:01:47 AM
Attachments: [Ft Hamer Extension ILA \(9-25-17 final\).pdf](#)
[Exhibit A to Ft Hamer Rd ILA.pdf](#)

Good Morning,

The Fort Hamer Extension Interlocal Agreement item (No. 33), on the September 26 BCC agenda, has been updated to include the attached documents. This update will be reflected on the agenda update memo and in the e-agenda.

Diane Vollmer

Agenda Coordinator
Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: 941-745-3724; Fax: 941-745-3790
diane.vollmer@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.

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WHEREAS, Section 163.3180, *Florida Statutes*, provides that the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries; and

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WHEREAS, during the process for consideration of the School Project, the County identified certain road improvements necessary from a public safety and access standpoint in order to serve the School Project (the “Alternative Access and Safety Improvements”), the construction of which may be prohibitively expensive and logistically difficult; and

WHEREAS, the County has in its five-year Capital Improvements Plan (“CIP”) plans funded design of Fort Hamer Extension Road from its current terminus at U.S. 301 to Erie Road

(the "Road Project"). Construction costs for the new road are to be funded in future years of the CIP. The total length of Fort Hamer road, subject to this Agreement, from U.S 301 to Erie Road is approximately 7,100 feet; and

WHEREAS, the portion of the Road Project extending south from Erie Road to the proposed access point for the School Project (approximately 2200 feet or 30.98% of the total Fort Hamer Road length) depicted on Exhibit "A" (the "School Access Segment") will (a) serve as the primary access road for the School Project, (b) avoid the need to build the Alternative Access and Safety Improvements, and (c) facilitate the safe operation of the School Project; and

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5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the School Board, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely with legally available non-*ad valorem* revenues in the

manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Indemnification. To the extent permitted by law, and specifically subject to the provisions and dollar limitations set forth in Section 768.28, *Florida Statutes*, each party hereto (hereinafter the “indemnifying party”) shall defend, indemnify, and save the other harmless, including its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses, and expenses, including costs and attorney’s fees, brought by third parties, and which arise out of or result from the negligent or wrongful acts or omissions of the indemnifying party, including its officers, agents, or employees, made in connection with the performance of the acts, duties, covenants, and obligation arising out of or imposed to this Interlocal Agreement. A party agreeing to indemnify the other pursuant to this section shall not be deemed to have admitted liability or fault in any way by agreeing to defend the other under the terms of this section.

5.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.5 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.6 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.7 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.8 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida. Should either party be required to resort to litigation to enforce the terms of this Agreements, the prevailing party in such litigation, including appeals, shall be entitled to receive its fees and costs, including its reasonable attorneys’ fees, from the non-prevailing party. The parties agree that they shall not sue under this agreement until they

have attempted to resolve their differences through an agreed upon alternative dispute process, which completion of such process is deemed a condition precedent to litigation.

5.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Colonnese, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to School Board: Superintendent of Schools
School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

941-708-8770 (Phone)

With a copy to:

Patricia Petruff, School Board Attorney
Dye, Harrison, Kirkland, Petruff & St. Paul, PLLC
1206 Manatee Avenue West
Bradenton, FL 34205
941-748-4411 (Phone)

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

WHEREFORE, the County and the School Board have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator

**SCHOOL BOARD OF MANATEE
COUNTY, FLORIDA**

By: _____
Chairman

ATTEST:

By: _____
Secretary

[signature page]

EXHIBIT "A"
SCHOOL PROJECT SITE PLAN

[to be attached]



Parrish Civic Association Inc.

A 501c4 Civic Organization

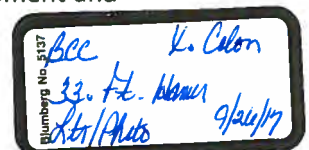
September 12, 2017

Mr John Osborne AICP
County Planning Official
1112 Manatee Avenue
West Bradenton, FL
34205

Dear John,

The Parrish Civic Association's (PCA) Rural Development Committee (RDC) has been meeting to discuss the rapid and extensive future growth in the Parrish, 34219 area. As representatives of the people of Parrish, we are requesting that the PCA has input into the design of the infrastructure with an emphasis on safety within the community, particularly around the new high school and the design of the Ft. Hamer Road extension. The RDC, with input from Parrish residents, has developed a list of items that the PCA would like the County to implement when designing or approving improvements by developers in the Ft. Hamer Road Extension area. This includes designing of infrastructure, roads, parks etc. in an effort to develop market appeal for the community of Parrish while preserving our past.

1. Two lane Ft. Hamer Rd. corridor with meandering geometry to act as traffic calming with roundabouts from US 301 to Erie Rd. (understanding that it may be 4 lanes in the future). Wider medians than in the County's thoroughfare requirements with landscaping to compliment a rural Parrish community. We have attached a plan that suggests locations for the roundabouts with gardens maintained by local Parrish organizations that would represent our history and agricultural heritage.
2. Force main connections at logical locations and extended to encourage new development. For example extend a force main connection from 121 Ave. East to the east down Erie Rd or to the east down 69th St. East. Consider partnering with new development to locate County lift stations that can accommodate future development again to encourage new development.
3. Multi-use trails (8 to 12 feet wide) to replace standard 5 foot wide sidewalks with trees placed adjacent to the multi-use trails to facilitate shade and a more walkable community. The County's detail for *Sidewalk Close To Trees* could be enforced.
4. Accommodations for Broadband Wi-Fi with public connectivity.
5. County to initiate the 301 corridor east to Ft Hamer extension, north to Moccasin Wallow area as Mixed Use in a comprehensive plan amendment to encourage new development and a marketable downtown community.



Parrish Civic Association PO Box 257 Parrish, FL 34219

www.parrishcivicassociation.org

Info@pcafla.org



[/ParrishCivicAssociation](https://www.facebook.com/ParrishCivicAssociation)



Parrish Civic Association Inc.

A 501c4 Civic Organization

6. Development of a Parrish Central Park and other gathering places. The county owns a 19 acre parcel near the new high school (Parcel ID 467200159) that would be used for an open space park concept, sharing the vision of Manatee County's master parks plan supporting the economic and community goals of the county and Parrish. This would include a large pavilion or band shell that the PCA and other organizations could use for community events. Areas provided or purchased for Ft. Hamer Rd storm water requirements could be increased in size to allow for additional gathering places or parks along the corridor. Parking would be provided at these locations to encourage a safe walkable community along the corridor.
7. Encouragement of a downtown community with street connectivity so new development ties into existing streets (no walled, private communities), i.e. a grid street community. Incentives could be given to the developers to increase their density and use the public parks along the corridor and not have to provide small individual parks or open space.

We request the opportunity to meet with you and other County officials to discuss our recommendations, understand and provide input into the future of Parrish, and to be invited to any planning meetings referencing Parrish and its development.

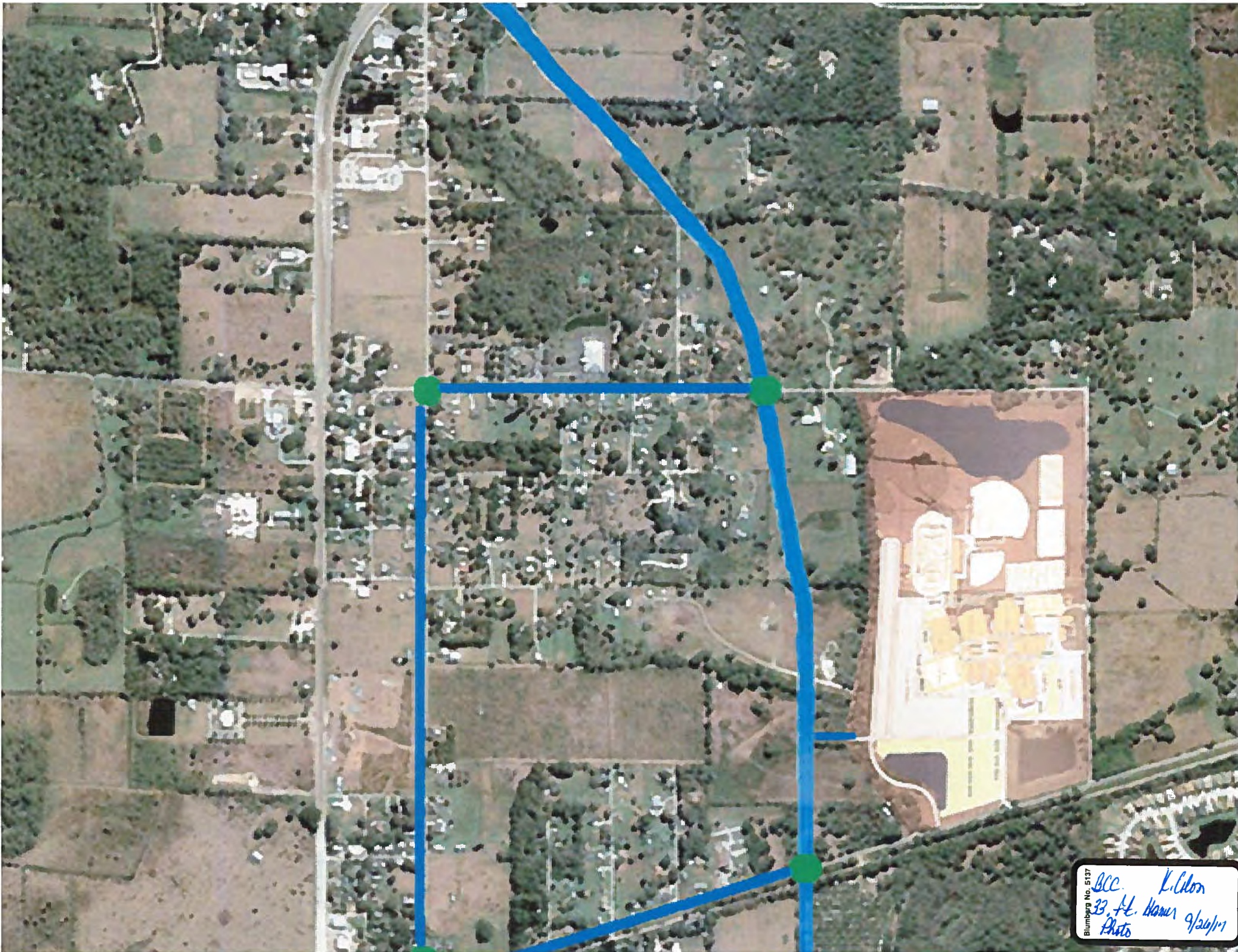
Sincerely,

Gretchen Fowler

Gretchen Fowler
President, Parrish Civic Association

cc: Manatee County Commissioners; Ed Hunzecker; John Barnott; Charlie Hunsicker
encl: Major Roads with Roundabouts map





Bumberg No. 5137
BCE. K. Olson
23, Ft. Hamer 9/24/11
Photo