

545-276

County resulting in substantial savings to the public; and
joint usage of recreational facilities and land to better serve the residents of Manatee
WHEREAS, the COUNTY AND THE SCHOOL BOARD recognize the need for

(Site Plan"), which is attached hereto and made a part hereof; and
development of certain recreational facilities as identified and depicted on Exhibit "A",
provided for and addressed the various separate responsibilities of each party for the
WHEREAS, the COUNTY and the SCHOOL BOARD have, by prior agreement,

Park/School Site"; and
recreational facilities generally encompassing and being identified as the "East County
reflecting the intentions of both parties for the mutually beneficial usage of
reciprocal cooperative relationship between the COUNTY and the SCHOOL BOARD
WHEREAS, the purpose of this Agreement is to establish and express a

MANATEE, FLORIDA, a political subdivision of the State of Florida, hereinafter referred
to as "COUNTY", and the SCHOOL BOARD OF MANATEE COUNTY, a public body
corporate, hereinafter referred to as "SCHOOL BOARD".
This Agreement is made and entered into, by and between, the COUNTY OF

INTERLOCAL JOINT USE AGREEMENT
FOR UTILIZATION OF
EAST COUNTY PARK AND RECREATIONAL FACILITIES BY AND
BETWEEN THE COUNTY OF MANATEE, FLORIDA, AND
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

FILED FOR RECORD
R.B. SHORE
CLERK CIRCUIT COURT
MANATEE COUNTY, FLORIDA
JUN 25 9 00 AM '96



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RECORDED
PAGE NO. 65
MINUTE BOOK NO. 45

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WHEREAS, the parties desire to enter into this Interlocal Agreement, pursuant to the authority of Section 163.01, Florida Statutes, (The Florida Interlocal Cooperation Act of 1969).

NOW, THEREFORE, in accordance with the terms and conditions set forth herein, it is agreed between the parties as follows:

1. The foregoing recitation of factual matters is accurate and incorporated herein.

2. The COUNTY and the SCHOOL BOARD agree that it is the general policy of each entity that their respective recreational facilities be available for usage by the other party when not in conflict with use by the other party holding title.

3. The COUNTY and SCHOOL BOARD hereby instruct their respective administrative staffs to develop an appropriate operating program and procedure to effectively implement the terms of this Agreement concerning the various park, recreation and School Board facilities to be constructed upon the real property as depicted on Exhibit "A".

to be dedicated by Schroeder-Manatee Ranch, Inc. to COUNTY and SCHOOL BOARD for utilization as a park and school.

4. For purposes of developing the operating program and procedure identified in Paragraph 3 above, the SCHOOL BOARD shall have the priority use of the recreational facilities constructed by the SCHOOL BOARD and identified on and depicted on Exhibit "B", for physical

education purposes, extracurricular sports activities and other school programs initiated by and developed by the SCHOOL BOARD as part of the School District's school and athletic program. During such activities, the SCHOOL BOARD use shall be exclusive. To the extent feasible and consistent with the SCHOOL BOARD'S needs and utilization of the facilities depicted on Exhibit "B", the COUNTY may also utilize the same facilities for COUNTY and community recreational purposes subject only to the priority use accorded to the SCHOOL BOARD under this provision. The COUNTY warrants to the SCHOOL BOARD that the COUNTY has not and will not convey to nor contract with any entity or individual any rights to the recreation facilities and premises depicted on Exhibit "B" which will be superior to or in conflict with the agreed priority use by the SCHOOL BOARD described in this Paragraph. The COUNTY reserves the right to grant concession operations and advertising which do not conflict with the agreed priority use in this Paragraph.

5.

For the purposes of developing the operating program and procedure identified in Paragraph 3, the COUNTY shall have the priority use of the recreational facilities identified on and depicted on Exhibit "C", for community recreational purposes, activities and programs initiated by and developed by the COUNTY as part of the COUNTY's recreational programs. During such COUNTY use, the COUNTY use shall be exclusive. To the extent feasible and consistent with COUNTY needs and utilization of the facilities depicted on Exhibit "C", the SCHOOL BOARD may also utilize the same facilities for COUNTY and community recreational purposes subject only to the priority use accorded to the SCHOOL BOARD under this provision. The COUNTY warrants to the SCHOOL BOARD that the COUNTY has not and will not convey to nor contract with any entity or individual any rights to the recreation facilities and premises depicted on Exhibit "C" which will be superior to or in conflict with the agreed priority use by the SCHOOL BOARD described in this Paragraph. The COUNTY reserves the right to grant concession operations and advertising which do not conflict with the agreed priority use in this Paragraph.

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programs in accordance with the Interlocal Agreement for Use of
Recreational Facilities By and Between the County of Manatee, Florida,
and the School Board of Manatee County, Florida, dated October 3,
1995, as may be amended from time to time (General Interlocal
Agreement).

6. Subject to any limitations in Section 768.28, F.S., the COUNTY and
SCHOOL BOARD agree to hold one another harmless from any and all
liability for personal injury or property damage resulting from the
respective party's use of a facility pursuant to the terms of this
Agreement.

7. Pursuant to the operating program and procedure established by
Paragraph 3, the COUNTY may use the SCHOOL BOARD recreational
facilities shown on Exhibit A, including the stadium, gymnasium,
football, soccer and softball fields in accordance with the General
Interlocal Agreement.

8. The delivery of any notices by one party to the other shall be deemed to
have been delivered if they are sent by Certified Mail, Return Receipt
Requested and deposited in the U.S. Mail, postage pre-paid and
addressed, as the matter may be, to the respective representative of the
parties as follows:

representative signing this Agreement.

Agreement in open session and has granted signatory authority to the

authority to enter into this Agreement, has authorized execution of this

10. Each of the parties hereto covenants to the other party that it has lawful

it relates to recreational programs.

recreational needs of the SCHOOL BOARD and MANATEE COUNTY as

the parties and such written agreement must adequately provide for the

9. This Agreement shall only be terminated by mutual written agreement of

Copy to: Assistant Superintendent
Human Resources and Support Services
Post Office Box 9069
Bradenton, Florida 34206-9069

Copy to: Superintendent of Schools
Post Office Box 9069
Bradenton, Florida 34206-9069

SCHOOL BOARD:
Chairman
School Board
Post Office Box 9069
Bradenton, Florida 34206-9060

Copy to: Director
Parks and Recreation Department
Post Office Box 1000
Bradenton, Florida 34206-1000

Copy to: County Administrator
Post Office Box 1000
Bradenton, Florida 34206-1000

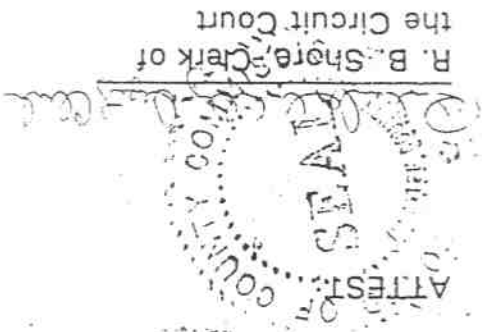
COUNTY:
Chairman
Board of County Commissioners
Post Office Box 1000
Bradenton, Florida 34206-1000

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Date Executed: 6/11/96

By: Stan Stephens
Stan Stephens, Chairman

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA



IN WITNESS WHEREOF, the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, with a quorum present and voting, has authorized the approval and execution of this Agreement and the COUNTY OF MANATEE, FLORIDA, by and through its Board of County Commissioners, with a quorum present and voting, has authorized the approval and execution of this Agreement on the day, month and year, respectively, as set forth below.

- 11. This Agreement shall be filed with the Clerk of the Circuit Court of Manatee County pursuant to Section 163.01(11), Florida Statutes.
- 12. This Agreement shall be prepared and executed in duplicate originals and submitted to the Clerk of the Circuit Court for filing as set forth above. The effective date of this Agreement shall be the date upon which the Agreement is filed with the Clerk of the Circuit Court and shall be so noted on the two originals. Thereafter, one original shall be delivered to the SCHOOL BOARD with one retained by the COUNTY.

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ALAN H. PRATHER
Approved as to
legal form
and sufficiency
6/11/96

Date Executed: June 11, 1996

By: Larry Simmons
Larry Simmons, Chairman

THE SCHOOL BOARD OF MANATEE
COUNTY, FLORIDA

S. Gene Denisar
Superintendent of Schools

ATTEST:

EXHIBIT "B"

- One baseball field
- One softball field
- Eight racquetball courts
- Eight tennis courts
- Six basketball courts
- Six hundred space parking lot
- Access Road
- One Retention Pond

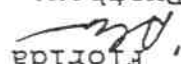
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R. N. SHANKS CLERK OF CIRCUIT COURT MONTEE COUNTY FL.

EXHIBIT "C"

All facilities for the park site not listed on Exhibit "B".

Manatee County
CLERK OF THE CIRCUIT COURT
R. B. "Chips" Shore

July 3, 1996

Alan Hardy Prather, Esq.
1806 Manatee Avenue West
Bradenton, Florida 34205

Dear Mr. Prather:

Enclosed for your records is an original Interlocal Joint Use Agreement regarding the East County Park and Recreational Facilities, and a copy of the recorded agreement in public record, accepted into the record by the Board of County Commissioners, Manatee County, Florida, in open session on June 25, 1996.

Sincerely,



R. B. Shore

RBS/rll
Enclosure
cc: Board Records

