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

WHEREAS THE COUNTRY AND THE SCHOOL BOARD have, by prior agreement,
recognized the opportunities presented by the site of the "East County Park/School Site" and
the "County Park" facilities, currently existing and being developed and being designated as the "East County
Park" facilities, generally encompassing and being identified as the "East County
Park," and the School Board of Manatee County, a public body
organized, hereinafter referred to as "School Board," and the School Board of Manatee County, a public body
organized, hereinafter referred to as "School Board."
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 1989).

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 hereby 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 induct 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
may also utilize the same facilities for the SCHOOL BOARD's physical
utilization of the facilities depicted on Exhibit "C".

exclusive. To the extent feasible and consistent with COUNTY needs and
programs, During such COUNTY use, the COUNTY shall be
and developed by the COUNTY as part of the COUNTY's recreational
community recreational purposes, activities and programs initiated by
recreational facilities identified on and depicted on Exhibit "C".

For the purposes of developing the operating program and procedure
conflict with the agreed priority use in this Paragraph:
right to grant concession operations and advertising which do not
SCHOOL BOARD described in this Paragraph. The COUNTY reserves the
which will be superior to or in conflict with the agreed priority use by the
rights to the recreational facilities and premises depicted on Exhibit "B"
not and will not convey to nor contract with any entity or individual any

The COUNTY warrants to the SCHOOL BOARD that the COUNTY has
to the priority use accorded to the SCHOOL BOARD under this provision.
facilities for COUNTY and community recreational purposes subject only
facilities depicted on Exhibit "B", the COUNTY may also utilize the same
consistent with the SCHOOL BOARD's needs and utilization of the
the SCHOOL BOARD use shall be exclusive. To the extent feasible and
the School District's school and athletic programs. During such activities,
programs initiated by and developed by the SCHOOL BOARD as part of
education purposes, extracurricular sports activities and other school

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.

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.

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 prepaid and addressed as the matter may be, to the respective representative of the parties as follows:
Representatives signing this Agreement:

Agreement in open session and has granted signature authority to the authority to enter into this Agreement, has authorized execution of this each of the parties hereto covenants to the other party that it has lawful:

10. Ir 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 parties and such written agreement must be amplified by mutual written agreement of

This Agreement shall only be terminated by mutual written agreement of

SCHOOL BOARD:

Chairman

SCHWEIG TO:

Assistant Superintendent

SCHWEIG TO:

Superintendent of Schools

SCHWEIG TO:

School Board

Copy to:

Principal

Copy to:

Superintendent

Copy to:

Assistant Superintendent

Copy to:

Assistant Superintendent

Copy to:

Assistant Superintendent

COUNTY:

Chairman

Copy to:

County Administrator

Copy to:

County Administrator

Copy to:

County Administrator

COUNTY:

Chairman
MANATEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

Date Executed: 11/1994

Champlain, Chairman

By:

ATTORNEY

RECEIVED
CIRCUIT COURT

MANATEE COUNTY, FLORIDA

IN WITNESS WHEREOF, THE SCHOOL BOARD OF MANATEE COUNTY,

THE SCHOOL BOARD WITH ONE RETAINED BY THE COUNTY,

NOTE THE TWO ORIGINS. THEREAFTER, ONE ORIGINAL SHALL BE DELIVERED TO

AGREEMENT IS FILED WITH THE CLERK OF THE CIRCUIT COURT AND SHALL BE SO

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE UPON WHICH THE

SUBMITTED TO THE CLERK OF THE CIRCUIT COURT FOR FILING AS SET FORTH ABOVE.

12. THIS AGREEMENT SHALL BE PREPARED AND EXECUTED IN DUPLICATE ORIGINS AND

MANATEE COUNTY PURSUANT TO SECTION 163.01 (11), FLORIDA STATUTES.

11. THIS AGREEMENT SHALL BE FILED WITH THE CLERK OF THE CIRCUIT COURT OF

CIRCUIT COURT.

R. B. SHAPIRO, CLERK OF

CIRCUIT COURT
Dear Mr. Prather:

Enclosed for your records is an original Interlocal Joint Use Agreement, the East County Park and Recreational Facilities, and a copy of the recorded agreement in the 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

July 3, 1996