Herein it is agreed between the parties as follows:

NOW, THEREFORE, in consideration of the mutual rights and obligations as set forth
WHEREAS, the parties hereto desire to enter into an Agreement;

WHEREAS, the County to use the Recreational Facilities as provided hereinafter;

and

Middlebrook School located at 6615 Greenbrook Boulevard; Bradenton, Florida;

and

WHEREAS, the School Board has constructed a baseball field, soccer field, four tennis

use of Facilities, maintenance, the acquisition and Recreational Facilities and related facilities at R. Dan Nolan

School Board to negotiate in good faith with other into cooperative agreement regarding the Joint

School Board is in a growing area of the County where additional Recreational

Facilities are needed; and

WHEREAS, the Miami Trace County Comprehensive Plan requires the County to provide

the Recreational needs of its residents; and

WHEREAS, the Manatee County Comprehensive Plan requires the County to provide

the public and;

WHEREAS, the County and School Board recognize the need for joint usage of their

land and facilities to better serve the residents and such usage will result in substantial savings to

and

WHEREAS, the School Board has acquired land and constructed facilities upon such

land to serve the residents of Manatee County for educational and Recreational purposes; and

This Agreement is made and entered into by and between the Manatee County

MANATEE COUNTY SCHOOL BOARD

AND

MANATEE COUNTY COMMISSIONERS

AGREEMENT

LOCATED AT 6615 GREENBOOK BOULEVARD, BRADENTON, FLORIDA

AT R. DAN NOLAN MIDDLE SCHOOL

RECREATIONAL FACILITIES, LITIGATION AND USE

RECRUITING

SCHOOL BOARD OF MANATEE COUNTY

AND

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

IN THE FORM OF AN EXCLUSIVE AGREEMENT, PARTIES HERETO AGREE:

1. The County hereby grants to the School Board, for a period of ten years from the date hereof, the

   exclusive right to use certain Recreational Facilities located at R. Dan Nolan Middle School, Bradenton,

   Florida, as set forth in Exhibit A attached hereto.

2. The County further agrees to provide the School Board with such assistance as may be necessary

   to facilitate the School Board's use of the Recreational Facilities.

3. The School Board agrees to indemnify, defend, and hold harmless the County from any and all

   claims, damages, or expenses arising out of the School Board's use of the Recreational Facilities.

4. The School Board agrees to pay the County a sum of $X per year as a rental fee for the use of the

   Recreational Facilities.

5. The Agreement may be terminated by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date

above set forth.

MANATEE COUNTY SCHOOL BOARD

MANATEE COUNTY COMMISSIONERS

Dated: [Date]

[Signature]

[Signature]
County or School Board shall be sent by U.S. Mail to the following address:

7. Any notice, billing or payment required under this Agreement shall be sent with the

Mail or by the approved

within five (10) days prior to the requested date of use. The principal will not unreasonable
refuse to accept any reservation made in writing. The requesting school shall be informed in writing
within one week of the status of the reservation and any changes or cancellations.

County's designated representatives attending by County's Parks and Recreation

scheduled special events of the School Board of Manatee County.

a. Normal or summer school operation hours

b. Special or events or hours of Manatee County School districts

6. The School Board will make available to the Manatee Middle School Principal
facilities for public recreational use and to the organized County programs when it does not

agree with the

cost of the event and arrangements for all electricity billing to be in the name of the County.

5. The County shall be responsible for electricity costs associated with the

facilities, basketball courts and playgrounds for the tennis courts and basketball courts.

4. The County will promptly pay $125.00 for the cleaning and installation of the

backboards, etc.

3. The County will also be responsible for the replacement of light fixtures and poles.

2. The School Board will be responsible for the maintenance of the recreational

facilities and related amenities, including running, nets, court surfaces, lines, net poles, goals,

1. As set forth in Paragraph 6 below, the County shall have the right to use the

field at all times.
upon 120-days written notice. This agreement may be terminated by either the County or the School Board.

9. As to the Recreational Facilities and related facilities at said Nolen Middle School with and limited by Section 768.28, Florida Statutes and successor legislation, this Agreement, in any event, the obligation to save one another harmless shall be in accordance with and limited by Section 768.28, Florida Statutes and successor legislation from any and all liability for personal injury or property damage resulting from another party's negligence or active conduct.

8. If permitted by law, that the County and the School Board agrees to save one another harmless from any and all liability for personal injury or property damage resulting from another party's negligence or active conduct.

With Copies To:

For Superintendent:

With copies to:

For School Board:

Walden Bowen
School Board Attorney

215 Main Street
Maitland, Florida 32751

With copies to:

For County:

Walden Bowen
School Board Attorney

215 Main Street
Maitland, Florida 32751

With copies to:

For Superintendent:

Walden Bowen
School Board Attorney

215 Main Street
Maitland, Florida 32751

With copies to:

For School Board:

Walden Bowen
School Board Attorney

215 Main Street
Maitland, Florida 32751

With copies to:

For County:

Walden Bowen
School Board Attorney

215 Main Street
Maitland, Florida 32751
IN WITNESS WHEREOF, the parties have executed and caused to be executed this Agreement in duplicate and hereunto have set their hands and seals on the date and year shown below, and the signatories do hereby confirm that the governing or managing body of each party has approved the content, form, and manner of execution of this Agreement.

SCHOOL BOARD OF MANATEE COUNTY

By: [Signature]
Print Name: [Name]
Title: [Title]
Date: [Date]

MANATEE COUNTY, by and through its Board of County Commissioners

By: [Signature]
Print Name: [Name]
Title: [Title]
Date: [Date]

ATTEST:

DR. ROGER DEARING
Superintendent
Approved for School Board as to Form and Legal Sufficiency

By: [Signature]
Date: [Date]

R. B. SHORE
Clerk of the Circuit Court
Deputy Clerk

By: [Signature]
Date: [Date]
<table>
<thead>
<tr>
<th>MANATEE COUNTY govERNMENT</th>
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<tbody>
<tr>
<td>AGENDA MEMORANDUM</td>
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</table>

**SUBJECT**
R. Dan Nolan Middle School
Recreational Facilities Lighting

**DATE REQUESTED**
April 10, 2007

**DATE SUBMITTED/REVISED**
March 19, 2007

**DURATION**: School Board will not be scheduled

**AUTHORIZED BY**
Chirsy Stafford/Recreation & Service Administration

**TELEPHONE EXTENSION** 8032

**ACTION NEEDED**
Authorization for the Chairman to execute the attached agreement between the School Board of Manatee County and R. Dan Nolan Middle School for the lighting of the recreational facilities for the period of time from January 1, 2007 through December 31, 2007.

**BACKGROUND/DISCUSSION**
Manatee County and the School Board have an interest in the educational and recreational development of the community. The purpose of this agreement is to provide for the rental of school facilities for educational and recreational purposes.

**ATTACHMENTS**
- Letter from Mike Penny to Cindy Turner
- Request for Legal Services
- Invoice for Recreational Lighting

**COST**
$25,000

**SOURCE (ACCOUNT # & NAME):**
1890015923551000

**INSTRUCTIONS TO BOARD RECORDS:**
Original Agreement will be provided to the Board on 4/9/07 and signed by both parties.

**SOURCE (ACCOUNT # & NAME):**
1890015923551000

**ATTACHMENTS**
- Letter from Mike Penny to Cindy Turner
- Request for Legal Services
- Invoice for Recreational Lighting

**COST**
$25,000

**SOURCE (ACCOUNT # & NAME):**
1890015923551000

**INSTRUCTIONS TO BOARD RECORDS:**
Original Agreement will be provided to the Board on 4/9/07 and signed by both parties.
HEREIN, it is agreed between the parties as follows:

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth

WHEREAS, the parties hereto desire to enter into an Agreement

WHEREAS, the County agreed to pay the School Board for a portion of the costs

WHEREAS, the School Board has constructed a baseball field, soccer field, four tennis

WHEREAS, Middle School located at 6615 Creanbrook Boulevard, Bradenton, Florida, and

WHEREAS, the Board of County Commissioners (County), and the MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is made and entered into by and between the MANATEE COUNTY SCHOOL BOARD

LOCALIZED AT 6615 CREANBROOK BOULEVARD, BRADENTON, FLORIDA

RECREATIONAL FACILITIES, LIGHTING AND USE

RECORDING

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

AGREEMENT BETWEEN

AND

R. DAN VOLAN MIDDLE SCHOOL

WILLIAMSON A. HALEY MIDDLE SCHOOL
County or School Board shall be served by U.S. Mail to the following address:

Any notice, billing or payment required under this Agreement shall be

Withholding or delay of approval will be exercised in accordance with the

County's designated procedures as listed on the Notice of County Recreation

Park's, Parks and Recreation

Facilities for public recreation and in the operation of County programs when it does not

6. That the School Board will make available Nojola Middle School Recreation

and Basketball courts to the County for the name of the County

5. That the County will be responsible for the County costs associated with the

3. The County will promptly pay $275.000 for the design and installation of the

2. The School Board will be responsible for the maintenance of the Recreation

backboards, etc.

Recreation facilities and equipment, including benches, nets, court surfaces, lines, net poles, goals,

by the School Board and notify (90) days written notice.

by the School Board and may be removed by the County upon termination of this Agreement.

The protection of the County and may be removed by the County upon termination of this Agreement.

In the event that the Housing Authority and the County shall have the right to permanent or timeand

4. That the County shall be responsible for the maintenance of the Recreation

facilities and equipment, including benches, nets, court surfaces, lines, net poles, goals,

by the School Board and notify (90) days written notice.

by the School Board and may be removed by the County upon termination of this Agreement.

in the event that the Housing Authority and the County shall have the right to permanent or timeand

for lease and replacement of lift equipment and poles situated on the Nojola Middle

Cooper School property located at 6617 Greentree Boulevard, Pittsburgh, County's, Parks and Recreation

from the site in accordance with all pertinent applicable to County's, Parks and Recreation

Recational Facilities and equipment, including benches, nets, court surfaces, lines, net poles, goals.
10. This agreement may be amended by mutual written consent of the County and the School Board, without prejudice to the County and School Board.

9. As to the exceptional facilities and related facilities at said Nolton Middle School, provisions of prior agreements with the County and School Board.

8. If permitted by law, the County and the School Board agrees to save one

Bradenton, Florida 34205
Post Office Box 9069
275 Main Avenue West
Attention: John Bowen
School Board Attorney

Bradenton, Florida 34205
Post Office Box 9069
275 Main Avenue West
School Board of Manatee County
Superintendent

Bradenton, Florida 34206
Post Office Box 100
1112 Main Avenue West
Manatee County Attorney

Bradenton, Florida 34206
Post Office Box 100
Parks and Recreation Department
Director

With copies to:

For School Board:

For County:
IN WITNESS WHEREOF, the parties have executed and caused to be executed this

MANATEE COUNTY

SCHOOL BOARD OF

has approved the content, form, and manner of execution of this Agreement.

Agreement, in duplicate and hereby have set their hands and seals on the date and year shown below, and the signatures do hereby contain what the governing or managing body of each party

Title: Deputy Clerk

BY: R. B. Shorb

ATTEST:

MANATEE COUNTY

File No. 4-10-04

Fax: (941) 749-4574

Date: 4-10-04

Clerk of the Circuit Court

BY:

ATTEST:

DR. ROGER DARLING

Date: 4-10-04

Superintendent

APPROVED FOR SCHOOL BOARD AS TO

Date: 4-10-04

By:

Title: Chair

P curtain: Gary E. Stein

Date: 4-10-04

By:

Print Name: Gary E. Stein

Title: Chair

File No. 4-10-04

Fax: (941) 749-4574

Date: 4-10-04

Clerk of the Circuit Court

BY:

ATTEST:

MANATEE COUNTY

File No. 4-10-04

Fax: (941) 749-4574

Date: 4-10-04

Clerk of the Circuit Court

BY:

ATTEST:
Please call me if you have any questions regarding this matter.

WILL schedule this for a school Board agenda.
I will provide your comments to me at your earliest convenience. Once I receive your comments, I will review the agreement and provide times that the facilities are available for public use. Please review the agreement and

The agreement also provides for maintenance and replacement responsibilities, as well as

reimbursement for $125,000 through this agreement.
If the cost of the lighting exceeds $150,000, however, we are only seeking
as requested by Manatee County. In our meeting, we committed to a final sum not to exceed
School. The school district has installed lighting on four tennis courts and four basketball courts. Attached please find a draft agreement for reception facilities lighting at R. Dan Nolan Middle

Dear Cindy:

Subject: Lighting at Nolan Middle School

Bradenton, FL 34209
5323 33rd Ave. Dr. West
Manatee County Parks and Recreation
Cindy Tumer, Director

September 9, 2004

Sincerely,

[Signature]

Department of Construction services

School District of Manatee County
January 27, 2004 - Parks and Recreation informed the School Board that the County would

January 26, 2004 - Parks and Recreation staff met with the County Administration to discuss the School Board's construction company to discuss Recreation Facilities for Nolan Middle School.

January 21, 2004 - Parks and Recreation staff met with the School Board.

December 18, 2003 - Cost proposal provided by the School Board.

December 4, 2003 - Manatee County School Board requested the County partner in lighting

4. Fiscal Background:

For FY 2002-2003, School Board staff will need to present the agreement to the Board.

3. Time Considerations and Their Significance: Minutes for reimbursement are budgeted in the CIP

County for reimbursement to the School Board for lighting the tennis and basketball courts.

County made between the County Administration and the School Board regarding the cost to the

Court and related facilities were opened in August 9, 2004. This agreement will codify the verbal
courts and related facilities and be discussed in the next meeting.

Discussion of the implications and the possible impact if not apparent from proceeding

2. Brief Statement of the Nature of the Request or Problem: Manatee County and the School Board

 illnesses from the project.

Manatee County School Board requested to enter into a cooperative agreement for joint use maintenance and the

Information to the Nolan Middle School for tennis courts and four basketball

and basketball courts.

Manatee County proposed for the Nolan Middle School and to work through the County Administration.

Brief statement of the nature of the request or problem: Manatee County and the School Board

October 4, 2004

Community Service, Program Manager, Parks and Recreation Department

Manatee County and the School Board District of Manatee County

R. Dan Nolan Middle School Recreational Facilities Lighting Agreement,

Manatee County Parks and Recreation Department

Cindy Padgett, County Administrator

Manatee County

October 11, 2004

REQUEST FOR LEGAL SERVICES

ASSISTED TO:

FILE:

COUNTY ATTORNEY USE ONLY
Number 5, second paragraph, rewrite to reflect: The supervision of organized recreational activities.

Number 7, third paragraph, rewrite to reflect: The county is actually responsible for all costs associated with maintaining the rink, including ice resurfacing, net, corner surfaces, lights, poles, goals, backboards, etc.

Number 9, second paragraph, rewrite to reflect: The county will be responsible for the lighting system, including maintaining the rink, corner surfaces, and lights.

Paragraph 1, "(90) days written notice," is in conflict with Paragraph 6, "90 days written notice".

Start comments/submissions:

Constituent Services, Jim Bukuic, Assistant Superintendent, Business Services
Department of Constituent Services, Mike Pendl, Director of Constituent Services, Mark Banneker, Esq., School Board Attorney, Sheraton School District of Manatee County - 708-8800

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

Identify prior legal assistance on this or a related matter and the attorney who handled it:

Draft Agreement between Manatee County and the School District of Manatee County
Letter from Mike Pendl, dated September 9, 2004
Administrative code: Real Case, Consent, Letter, Memorandum, Prior Legal Opinion, etc.

List and/or attach related documents and known authorities (internal, ordinance, resolution, etc.)

School
Nolan Middle School
September 9, 2004 - Letter from Mike Pendl, School Board, with draft agreement for the recreation facilities at R. Dan Nolan Middle
September 23, 2004 - Letter from Mike Pendl, School Board, with draft agreement for the recreation facilities at R. Dan Nolan Middle

Proprietary: 2/2004 - Parks and Recreation received a cost breakdown for the lighting of four tennis courts and four basketball courts.

January 30, 2004 - Cost estimate from Mike Pendl, School Board of $125,000 for overhead.
County Office Box 1000, Melbourne, Florida 32901

Number 6: To the County: Change No. Director Parks and Recreation Department.

Recreational activity and/or designated liaison shall be maintained Count Park and Recreation schedule shall also list the name and phone number of the designated representative of the group.

The activities of programs based on availability of the Recreation Facilities program for the year. The Director of Recreation County Parks and Recreation shall provide the principal with the Recreation Department or his representative. Once the County has received the school's schedule, the Recreation Department of his representative, the

Board will be utilizing the Recreation Facilities to the Director of Recreation County Parks and Recreation Principal will provide a copy (1) copy within schedule of the dates and times that the school

School Principal will provide a copy (1) day prior to the first scheduled activity/program date, the Nola Middle

or County programs will be provided by a designated representative scheduled to provide the activity.


county run
Should you have any question or require additional information, please feel free to contact me.

County Commission and School Board approval and supplemental reimbursement of the amount of $1,070,000 has been approved and transferred to the account for the purchase of the school site.

As you will note, I have included two paid invoices – one from Lawyers, Bowers in the amount of $7,500.00 for design and one from Corner Horse (contractor) for $7,900.00 for the construction of the building.

School Board to年底, I regret that this decision will be delayed until further notice. I have attached a letter dated September 5, 2004, from Mike Pendergrass, Assistant Director of Public Works, which was sent to overflowing.

Dear Chris:

DEPARTMENT OF CONSTRUCTION SERVICES

School Board of Manatee County
Please remit your payment to the attention of Sherry Wise.

Balance Due:
125,900.00

Date: 02/06/21
Account: 69416
Invoice: 69416

Note to: Maintain Credit School Board

CIRE

MELROSE PARK, IL 60160-0969

5500 JUBILEE DRIVE WEST
ATTN: CIRCULAR FUNDING-METRO
MELROSE PARK PARKS RECREATION

INVOICE
Larry Jones, Internal Auditor
Cindy Turner, Director of Parks and Recreation

CC: MP/AC

Should you have any questions, please feel free to call.

Larry Jones
Project Director

Larry Jones, Internal Auditor

Cindy Turner, Director of Parks and Recreation

MP/AC

Subject: Lighting at Holmes Middle School
Date: January 19, 2007
From: Mike Pendergast, Executive Planner

To: Tim McConnel, Assistant Superintendent

FROM:

Memorandum

School District of Manatee County

The installation of lights at Holmes Middle School is currently underway. It is expected that the project will be completed by the end of the year. The total cost of the project is estimated to be $35,000.00.

For any questions or concerns, please contact the project manager.

Superintendent

Jane P. Pleisch, Superintendent

Barbara A. Harvey

Kimman C. Chamberlain

Barbara A. Harvey

Kimman C. Chamberlain

School Board

School District of Manatee County

Web: www.manateeschools.net
Fax: (941) 709-8832
P: (941) 709-8800

3220 Shandon, P.O. Box 9699
2802 7th Street E.
34209-9699
P: (941) 709-8800

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3220 Shandon, P.O. Box 9699
2802 7th Street E.
MEMORANDUM

To: Cindy Turner, Director, Parks and Recreation Department

From: Tedd N. Williams, Jr., County Attorney

Date: November 15, 2006

Subject: RIS-04-391 CAO RfE 1094-049

Re: Dan Nolan Middle School Recreational Facilities

Facilities Lifeline Agreement with Manatee County School District for

Ref: Memo from Cindy Turner to Tedd N. Williams, Jr., 11/6/06

This completes my response to your request for legal services. Please contact me if you have any questions or if additional assistance is needed.

An electronic copy has also been provided.

Please sign and return the enclosed document.

Tedd N. Williams, Jr., County Attorney

ATTORNEY
MANATEE COUNTY
Office of
Thank you.
Should you have any questions or need additional information, please contact me directly.

Please return one original for our files upon execution.
Please return three original documents for your Board Chairman's signature.

Remarks:
Attached please find three original documents for your Board Chairman's signature.

For review and comment:
- Recording
- Corrected prints
- Return
- Requested for corrections
- Copies for distribution
- Stamped
- Copies for approval
- Resubmit

These are transmitted (as checked below):

<table>
<thead>
<tr>
<th>Description</th>
<th>Copies</th>
<th>Date</th>
<th>No. of Copies</th>
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<td>3/19/2007</td>
<td>3</td>
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</tbody>
</table>

Board Records
APR 2007
RECEIVED

We are sending you the following items:
TO Whom It May Concern:

FAX: (941) 709-8832
Phone: (941) 709-8800
Fax/Janet: 2428
2802 E. 21st Street East

Land Acquisition
Department of Facilities Planning & Support Services

SCHOOL DISTRICT OF MANATEE COUNTY