

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

between

MANATEE COUNTY, FLORIDA

and

SCHOOL BOARD OF MANATEE COUNTY

regarding

JOINT USE OF PORTIONS OF MARTHA B. KING MIDDLE SCHOOL SITE

This First Amendment to the Interlocal Agreement ("First Amendment"), is made and entered into May 12, 2026, by and among **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and the **School Board of Manatee County**, a public body corporate created and existing under the laws of the State of Florida, hereinafter referred to as the ("School Board") (collectively, "Parties").

WHEREAS, the Parties hereto entered into an Interlocal Agreement (**Exhibit 1**) ("Agreement") for joint use of portions of "King Middle School", as therein defined, which is a public school, effective April 6, 2023; and

WHEREAS, Article IV, subsection 4.1 of the Agreement, provides the Agreement may be amended only by written instrument expressly approved for the County by its Board of County Commissioners, for the School Board by its Board, and only if properly executed by all Parties thereto; and

WHEREAS, it is in the best interest of the Parties to enter into this First Amendment in the manner set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and the School Board hereby agree to amend the Agreement as follows:

1. The Recitals as set forth above are incorporated into the terms of this First Amendment as if set out herein at length.
2. The Parties hereby agree that Article II, subsection 2.2.A. of the Agreement is deleted in its entirety and replaced with the following:
 - A. The County has the right to construct or replace the following improvements within Parcel B, as amended in Exhibit "B", at its discretion:
 - I. Irrigation system
 - II. Playground equipment
 - III. Pavilion
 - IV. Replace existing fencing (with equal or better)

- V. Replace the four tennis courts in the northwest corner of the Parcel B with a shell parking lot.
- VI. Installation of lighting of courts for night use
- VII. Installation of additional courts (tennis /pickleball)
- VIII. Signage
- IX. Sod
- X. Restroom facility which shall be an addition to the School Board's existing restroom building and will be designed and constructed to provide the public with a separate restroom facility with separate access apart from the School Board's existing restroom building. The County's plans must be approved by School Board in advance of construction. County shall be responsible for properly supervising and maintaining the County's restroom facility in good condition.

At the termination of the Agreement all improvements shall belong to the School Board.

3. Article II, subsection 2.3 of the Agreement is hereby added and shall read as follows:

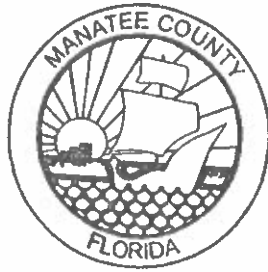
2.3. Additional Terms.

- A. The School Board and County agree to have shared use that the public shall only have access to the five (5) School Board tennis courts located immediately north of 7th Avenue NW starting on the last day for students and ending on the first day for students each summer (commonly considered the summer break) and starting on the last day of the first semester and ending on the first day students return (commonly considered the Christmas break) each year pursuant to the academic calendar as approved by the School Board.
 - B. The School Board and County agree for the County to have exclusive use to the County restroom and the public shall only have access to the County restroom outside of school hours including weekends and evenings. The School Board and County agree for the School Board to have exclusive use to the King Middle School restroom and the public shall be prohibited from accessing it at all times.
4. All provisions of the Agreement not expressly amended herein and not inconsistent herewith shall remain in full force and effect as set forth in the Agreement, but in the event of any inconsistency between the provisions of the Agreement and the provisions of this First Amendment, the First Amendment shall prevail.
5. This First Amendment shall become effective once it has been fully executed by both Parties and filed with the Manatee County Clerk of Court as required by § 163.01(11), Florida Statutes. The last Party to execute shall be responsible for paying the costs of filing, if any.

[Signature Page to follow]

IN WITNESS WHEREOF, the Parties have respectively caused this First Amendment to be duly approved and executed as of the respective dates set forth below.

MANATEE COUNTY, a political subdivision of the State of Florida



By: its Board of County Commissioners

By: [Signature]
Chairperson

Date: June 2, 2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

SCHOOL BOARD OF MANATEE COUNTY, a public body corporate created and existing under the laws of the State of Florida

By: [Signature]
Cindy Spray, Chairperson

Attest: [Signature]
Dr. Laurie Breslin, Superintendent

Date: 05/13/2026

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

[Signature]
Stephen R. Dye (May 1, 2026 13:53:37 EDT)
Stephen R. Dye, Esq.
School Board Attorney

Date: 05/01/2026

[Signature]
Reginald Goff

05/01/2026

[Signature]
K.P.

05/01/2026

EXHIBIT 1

INTERLOCAL AGREEMENT

between

MANATEE COUNTY, FLORIDA

and

SCHOOL BOARD OF MANATEE COUNTY

regarding

JOINT USE OF PORTIONS OF MARTHA B. KING MIDDLE SCHOOL SITE

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RECITALS

WHEREAS, the Florida Interlocal Cooperation Act, § 163.01, Fla. Stat. authorizes local government units to cooperate in order to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the School Board owns certain property located at 600, 700, and 808 75th Street NW, Bradenton, Florida 34209, PID numbers 3837010002, 3837010051, 3837010150, and 3837000607 and 7th Avenue NW, Bradenton, Florida 34209, PID number 3837000557 as depicted on **Exhibit "A"** attached hereto, ("Parcel A") in northwest Manatee County, hereinafter referred to as "King Middle School", which is a public school; and

WHEREAS, the School Board has offered the County limited use of those portions of King Middle School depicted on **Exhibit "B"** attached hereto, ("Parcel B") for the purposes of providing a community park for the residents of Manatee County; and

WHEREAS, the County has indicated interest in using Parcel B as part of its parks and recreation program; and

WHEREAS, the Amended and Restated Interlocal Agreement for Public School Facility Planning of July 15, 2010, Section 9.4 requires the County and School Board to look for opportunities to co-locate and share use of facilities; and

WHEREAS, the School Board and the County previously entered into an Interlocal agreement for Joint Use of Portions of Martha B. King Middle School Site in 2009 for the aforementioned Parcel B which is slated for termination in 2023; and

WHEREAS, the School Board and the County have agreed to cooperate in using Parcel B, under the terms and conditions set forth in this Agreement; and

WHEREAS, the County and the School Board wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to Parcel B.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, 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, Chapters 125 and 166 of Florida Statutes, Part III of Chapter 163 of Florida Statutes, and Section 163.01 of Florida Statutes.

Article II
AGREED TERMS OF USE

2.1 School Board Rights and Responsibilities.

- A. The School Board agrees to allow the County the nonexclusive use of Parcel B for the sole purpose of a non-fee based recreational use by the public and associated parking purposes related thereto as set forth in this Agreement. Any other use by County shall require prior written approval by the School Superintendent.
- B. Use of Parcel B shall be reserved for exclusive use by School Board during King Middle School operating hours, and for School Board uses (e.g. team practice, tournaments and special events during-off school hours) with reasonable notice to County. The County may utilize Parcel B at all times other than the reserved hours described in this paragraph.

2.2 County Rights and Responsibilities.

- A. The County has the right to construct or replace the following improvements within Parcel B at its discretion:
 - I. Irrigation system
 - II. Playground equipment
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 - IV. Replace existing fencing (with equal or better).

- V. Replace the four tennis courts in the northwest corner of the Parcel B with a shell parking lot.
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- VII. Installation of additional courts (tennis /pickleball)
- VIII. Signage
- IX. Sod

At the termination of the Agreement all improvements shall belong to the School Board.

- B. The County shall submit plans and design details to the School Board Superintendent for any improvements referenced in Article 2.2.A. County shall not construct any improvements until the School Board Superintendent grants written approval, which shall not be unreasonably withheld.
- C. The County shall be responsible for all maintenance, repair and replacement of the grounds and all improvements within Parcel B and the improvements outlined in Article 2.2.A., including the repair and correction of any damage due to vandalism or abuse, until such time as this Agreement is terminated according to the terms outlined in Article 3.2.
- D. Prior to use of Parcel B, County shall install a minimum 6-foot-tall chain link fence with top rail separating Parcel B from the rest of King Middle School. Said fence and corresponding gate specifications must be approved by School Board.
- E. The County shall obtain all required local, regional and state permits necessary for improvement of Parcel B at no expense to School Board. School Board, through its Superintendent or designee, shall cooperate on any required signatures necessary to obtain said permits.
- F. The County agrees that it will not object to future School Board modifications to Parcels A or B to meet current or future needs of the School Board. For a period of five (5) years from the effective date, School Board agrees to make financial reimbursement to the County for modifications that impact County's improvements to Parcel B.
- G. County will establish informational signage regarding rules, hours and use requirements of Parcel B. All signage related to Parcel B must be approved by School Board.

Article III
TERM AND TERMINATION

3.1 Effective Date. This Agreement shall become effective once it has been filed with the Manatee County Clerk of Court as required by § 163.01(11), Florida Statutes.

3.2 Termination. This Agreement shall remain in full force and effect until 90 days after such time as either party delivers a written notice to terminate or upon mutual agreement of the parties. Such notice to terminate shall be delivered to the appropriate party specified in Article 5.12 herein.

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 its Board of County Commissioners, for the School Board by its 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 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior understandings or correspondence, if any, related to joint use of Parcel B described herein. Any subsequent conditions, representations, warranties or agreements, shall not be valid and binding upon the parties unless they are in writing and signed by both parties. There are no oral or other written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party relating to this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed pursuant to the requirements of Article 4.1 herein.

5.2 Execution of Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single agreement.

5.3 Validity. After consultation with their respective legal counsel, the County and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledge the validity and enforceability of this Interlocal Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board

and the County each hereby represent, warrant and covenant 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 parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.4 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, 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 in the manner and to the extent provided in or contemplated by this Interlocal Agreement. The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Interlocal Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Interlocal Agreement constitute a charge; lien or encumbrance, either legal or equitable, upon any property or funds of the School Board or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Agreement from any funds legally available for such purpose.

5.5 Indemnification. County shall be responsible for any claims arising from its use and control of Parcel B, excepting any claims related to the School Board's reserved rights as described herein. This does not waive claims, rights, or defenses the County may have under Florida law or otherwise. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions related to the construction, use or maintenance of Parcel B, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political

subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

5.6 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.

5.7 Ambiguities; Construction. All 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. 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.

5.8 Headings. 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.

5.9 Severability. In the event any term or provision of the Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereto shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, 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.

5.10 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.

5.11 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 Interlocal 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.

5.12 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; 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 34206

With copies to:

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney

If to School Board:

Superintendent
School Board of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 708-8770

With copies to:

Stephen R. Dye, School Board Attorney
Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC.1206
1206 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 748-4411

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.

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

MANATEE COUNTY, a political
subdivision of the State of Florida
By: its Board of County Commissioners



By: [Signature]
Chairperson

Date: 2/28/23

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Clerk

**SCHOOL BOARD OF MANATEE
COUNTY**, a public body corporate
created and existing under the laws of
the State of Florida

By: _____
Chad Choate III, Chairperson

Attest: _____
Cynthia Saunders, Superintendent

Date: _____

**APPROVED AS TO LEGAL
FORM AND SUFFICIENCY**

Stephen R. Dye, Esq.
School Board Attorney

Date: _____

MANATEE COUNTY, a political
subdivision of the State of Florida
By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Clerk

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COUNTY**, a public body corporate
created and existing under the laws of
the State of Florida

By: 
Chad Choate III, Chairperson

Attest:  03/28/2023
Cynthia Saunders, Superintendent

Date: 03/29/2023

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

Stephen R. Dye, Esq.
Stephen R. Dye, Esq. (Mar 3, 2023 06:51 PST)
Stephen R. Dye, Esq.
School Board Attorney

Date: 03/03/2023

 02/28/2023
MP

 03/03/2023
WEH

 03/06/2023
MT



EXHIBIT A

SCHOOL BOARD OF
MANATEE COUNTY PROPERTY

MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209





EXHIBIT B

**SHARED RECREATIONAL
AND PARKING AREA**

**MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209**



Exhibit 2



Angelina "Angel" Colonnese
Clerk of the Circuit Court of Manatee County Florida
1115 Manatee Avenue West, Bradenton, Florida 34205
P.O. Box 25400, Bradenton, Florida 34206
Phone (941) 749-1800 - Fax (941) 741-4082
www.manateeclerk.com

Recorded By: TALLRED
Cashiered By: TALLRED

Receipt#: 900851851 **Payee Name:** MANATEE COUNTY PARKS NATURAL RESOURCES AR7
Receipt Date: 06/04/2026 1022 26TH AVE E ATTN VICKI HOMMEL
BRADENTON, FL 34208

Instrument(s): 202641064448-AGREEMENT

Receipt Total:	\$137.50
Amount Tendered:	\$0.00
Overage:	\$0.00
Service Fee	\$0.00
Total PAID	\$0.00

Instrument: 202641064448 AGREEMENT		
001000000341100	RECORDING FEE \$5/\$4	\$65.00
199000000341150	PRMTF \$1/\$.50	\$8.50
001000000208911	PRMTF FACC \$.10	\$1.60
199000000341160	PRMTF CLERK \$1.90	\$30.40
001000000208912	PRMTF BCC \$2	\$32.00
Instrument Total:		\$137.50

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SCHOOL BOARD OF MANATEE COUNTY

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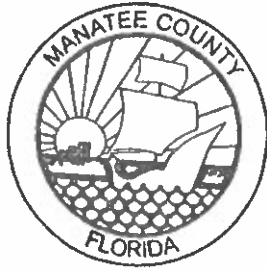
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By: [Signature]
Chairperson

Date: June 2, 2026

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CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

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By: [Signature]
Cindy Spray, Chairperson

Attest: [Signature]
Laurie Breslin (May 13, 2026 13:25:16 EDT)
Dr. Laurie Breslin, Superintendent

Date: 05/13/2026

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

[Signature]
Stephen R. Dye, Esq.
School Board Attorney

Date: 05/01/2026

[Signature]
Reynold Golf

05/01/2026

[Signature]
KP

05/01/2026

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 - IV. Replace existing fencing (with equal or better).

- V. Replace the four tennis courts in the northwest corner of the Parcel B with a shell parking lot.
- VI. Installation of lighting of courts for night use
- VII. Installation of additional courts (tennis /pickleball)
- VIII. Signage
- IX. Sod

At the termination of the Agreement all improvements shall belong to the School Board.

- B. The County shall submit plans and design details to the School Board Superintendent for any improvements referenced in Article 2.2.A. County shall not construct any improvements until the School Board Superintendent grants written approval, which shall not be unreasonably withheld.
- C. The County shall be responsible for all maintenance, repair and replacement of the grounds and all improvements within Parcel B and the improvements outlined in Article 2.2.A., including the repair and correction of any damage due to vandalism or abuse, until such time as this Agreement is terminated according to the terms outlined in Article 3.2.
- D. Prior to use of Parcel B, County shall install a minimum 6-foot-tall chain link fence with top rail separating Parcel B from the rest of King Middle School. Said fence and corresponding gate specifications must be approved by School Board.
- E. The County shall obtain all required local, regional and state permits necessary for improvement of Parcel B at no expense to School Board. School Board, through its Superintendent or designee, shall cooperate on any required signatures necessary to obtain said permits.
- F. The County agrees that it will not object to future School Board modifications to Parcels A or B to meet current or future needs of the School Board. For a period of five (5) years from the effective date, School Board agrees to make financial reimbursement to the County for modifications that impact County's improvements to Parcel B.
- G. County will establish informational signage regarding rules, hours and use requirements of Parcel B. All signage related to Parcel B must be approved by School Board.

Article III
TERM AND TERMINATION

3.1 Effective Date. This Agreement shall become effective once it has been filed with the Manatee County Clerk of Court as required by § 163.01(11), Florida Statutes.

3.2 Termination. This Agreement shall remain in full force and effect until 90 days after such time as either party delivers a written notice to terminate or upon mutual agreement of the parties. Such notice to terminate shall be delivered to the appropriate party specified in Article 5.12 herein.

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 its Board of County Commissioners, for the School Board by its 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 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior understandings or correspondence, if any, related to joint use of Parcel B described herein. Any subsequent conditions, representations, warranties or agreements, shall not be valid and binding upon the parties unless they are in writing and signed by both parties. There are no oral or other written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party relating to this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed pursuant to the requirements of Article 4.1 herein.

5.2 Execution of Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single agreement.

5.3 Validity. After consultation with their respective legal counsel, the County and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledge the validity and enforceability of this Interlocal Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board

and the County each hereby represent, warrant and covenant 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 parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.4 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, 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 in the manner and to the extent provided in or contemplated by this Interlocal Agreement. The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Interlocal Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Interlocal Agreement constitute a charge; lien or encumbrance, either legal or equitable, upon any property or funds of the School Board or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Agreement from any funds legally available for such purpose.

5.5 Indemnification. County shall be responsible for any claims arising from its use and control of Parcel B, excepting any claims related to the School Board's reserved rights as described herein. This does not waive claims, rights, or defenses the County may have under Florida law or otherwise. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions related to the construction, use or maintenance of Parcel B, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political

subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

5.6 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.

5.7 Ambiguities; Construction. All 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. 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.

5.8 Headings. 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.

5.9 Severability. In the event any term or provision of the Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereto shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, 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.

5.10 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.

5.11 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 Interlocal 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.

5.12 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; 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 34206

With copies to:

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney

If to School Board:

Superintendent
School Board of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 708-8770

With copies to:

Stephen R. Dye, School Board Attorney
Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC.1206
1206 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 748-4411

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.

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

MANATEE COUNTY, a political
subdivision of the State of Florida
By: its Board of County Commissioners



By: [Signature]
Chairperson

Date: 2/28/23

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Clerk

**SCHOOL BOARD OF MANATEE
COUNTY**, a public body corporate
created and existing under the laws of
the State of Florida

By: _____
Chad Choate III, Chairperson

Attest: _____
Cynthia Saunders, Superintendent

Date: _____

**APPROVED AS TO LEGAL
FORM AND SUFFICIENCY**

Stephen R. Dye, Esq.
School Board Attorney

Date: _____

MANATEE COUNTY, a political
subdivision of the State of Florida
By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Clerk

**SCHOOL BOARD OF MANATEE
COUNTY**, a public body corporate
created and existing under the laws of
the State of Florida

By: 
Chad Choate III, Chairperson

Attest:  03/28/2023
Cynthia Saunders, Superintendent

Date: 03/29/2023

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

Stephen R. Dye, Esq.
Stephen R. Dye, Esq. (Mar 3, 2023 06:51 PST)
Stephen R. Dye, Esq.
School Board Attorney

Date: 03/03/2023

 02/28/2023
MP

 03/03/2023
WEH

 03/06/2023
MT

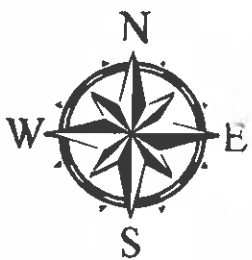


EXHIBIT A

SCHOOL BOARD OF
MANATEE COUNTY PROPERTY

MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209





EXHIBIT B

**SHARED RECREATIONAL
AND PARKING AREA**

**MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209**



Exhibit 2





June 2, 2026 - Regular Meeting

Subject

Execution of First Amendment to the Interlocal Agreement between Manatee County and the School Board of Manatee County for Community Park at Martha B. King Middle School in Bradenton, Florida 34209 - District 3, Molly White, Sports and Leisure Services Director

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Presenter: Molly White, Director, Sports & Leisure Services, ext. 6007

Contact: Gabriel Colon, Contracts Manager, Sports & Leisure Services, ext. 6074

Action Requested

Execution of First Amendment to the Interlocal Agreement between Manatee County and the School Board of Manatee County.

Enabling/Regulating Authority

Chapter 125 of the Florida Statutes

Manatee County Comprehensive Plan

Florida Statute 163.01

Applicable Advisory Board

N/A

Background Discussion

The School Board of Manatee County (School Board) owns the property located at 808 75th Street NW, Bradenton, Florida 34209. Said property is a part of Martha B. King Middle School.

This Interlocal Agreement (ILA) allows Manatee County (County) to construct a community park on said portion of Martha B. King Middle School.

The park area is reserved for exclusive use by the School Board during King Middle School operating hours and for School Board uses (e.g. team practice, tournaments and special events during (off school hours) with reasonable notice to County. The County has access to the park area at all times other than the reserved hours.

The First Amendment to the ILA will allow the County to construct a separate restroom facility with separate access apart from the School Board's existing restroom facility for the community park. Also, the First Amendment to the ILA will allow the County access to the

five (5) School Board tennis courts during the School Board Summer and Christmas breaks.

The Sports and Leisure Services Department has reviewed and recommends approval of the business decisions outlined in the First Amendment ILA that is the subject of this agenda.

Attorney Review

Formal Written Review (Opinion memo must be attached) Monahan

Instructions to Board Records

Please ensure that the Chairperson signs page 4 of the First Amendment.

Please provide an approved copy of the agenda to: Gabriel.Colon@mymanatee.org;
Molly.White@mymanatee.org **1) Distributed 6/3/26, RT**

2) Recorded First Amendment distributed 6/4/26, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY

Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whitni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Angelina L. Stratton

Jared M. Monahan

Kristina H. Snyderman

MEMORANDUM

DATE: February 19, 2026

TO: Gabriel Colon, Contracts Manager, Sports & Leisure Services Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 2/19/2026*

FROM: Jared M. Monahan, Assistant County Attorney *Approved by JMM 2/19/2026*

RE: **Martha B. King Park 1st Amendment to Interlocal Agreement; RLS No. 24/25-0624**

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review a draft First Amendment to the Interlocal Agreement between Manatee County and the School Board of Manatee County for the joint use of portions of Martha B. King Middle School Site (First Amendment), allowing for an addition of a public restroom facility, access to certain tennis courts, and specifying access, supervision, and maintenance to the existing and new restroom facilities.

Brief Answer:

If the First Amendment is revised consistently with the advice contained herein and attached, the CAO will have no legal objections to the First Amendment with Exhibits being presented to the Board of County Commissioners (Board) for consideration.

*Florida Bar Board Certified in City, County and Local Government Law

Discussion:

In 2023, Manatee County (County) and School Board of Manatee County (School Board) (collectively, Parties) entered into an Interlocal Agreement to allow the County non-exclusive joint use of portions of Martha B. King Middle School site for the purpose of providing a community park for the public.

The Parties wish to amend the Interlocal Agreement and enter into the First Amendment for designing and adding an addition to the current restroom facility at the Martha B. King Middle School site that will be accessible to the public and have access to an additional five tennis courts during winter and summer breaks.

In the RLS submission, staff provided a draft of First Amendment with Exhibit 2. There were no specific legal issues raised in this RLS, so I have reserved my recommendations and comments to areas where consistency and clarity would benefit the Parties.

Conclusion:

I have no legal objections to this matter being presented to the Board for review and consideration provided staff follow the advice regarding the legal concerns and issues contained and identified herein and in the attached redlined First Amendment and Exhibit 2. Except as otherwise indicated, I have not reviewed or revised the draft First Amendment or Exhibit 2 for thoroughness, accuracy, typographical errors or ADA accessibility. I express no opinion as to the business judgment or policy decision of entering into the First Amendment.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Attachments:

Redlined-First Amendment to the Interlocal Agreement
Exhibit 2

Copies with attachments to:

Bryan Parnell, Deputy County Administrator, County Administration
Molly White, Director, Sports & Leisure Services Department

INTERLOCAL AGREEMENT

between

MANATEE COUNTY, FLORIDA

and

SCHOOL BOARD OF MANATEE COUNTY

regarding

JOINT USE OF PORTIONS OF MARTHA B. KING MIDDLE SCHOOL SITE

This Interlocal Agreement ("Interlocal Agreement" or "Agreement") is made and entered into by and among **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and the **School Board of Manatee County**, a public body corporate created and existing under the laws of the State of Florida, hereinafter referred to as the ("School Board").

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act, § 163.01, Fla. Stat. authorizes local government units to cooperate in order to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the School Board owns certain property located at 600, 700, and 808 75th Street NW, Bradenton, Florida 34209, PID numbers 3837010002, 3837010051, 3837010150, and 3837000607 and 7th Avenue NW, Bradenton, Florida 34209, PID number 3837000557 as depicted on **Exhibit "A"** attached hereto, ("Parcel A") in northwest Manatee County, hereinafter referred to as "King Middle School", which is a public school; and

WHEREAS, the School Board has offered the County limited use of those portions of King Middle School depicted on **Exhibit "B"** attached hereto, ("Parcel B") for the purposes of providing a community park for the residents of Manatee County; and

WHEREAS, the County has indicated interest in using Parcel B as part of its parks and recreation program; and

WHEREAS, the Amended and Restated Interlocal Agreement for Public School Facility Planning of July 15, 2010, Section 9.4 requires the County and School Board to look for opportunities to co-locate and share use of facilities; and

WHEREAS, the School Board and the County previously entered into an Interlocal agreement for Joint Use of Portions of Martha B. King Middle School Site in 2009 for the aforementioned Parcel B which is slated for termination in 2023; and

WHEREAS, the School Board and the County have agreed to cooperate in using Parcel B, under the terms and conditions set forth in this Agreement; and

WHEREAS, the County and the School Board wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to Parcel B.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, 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, Chapters 125 and 166 of Florida Statutes, Part III of Chapter 163 of Florida Statutes, and Section 163.01 of Florida Statutes.

Article II
AGREED TERMS OF USE

2.1 School Board Rights and Responsibilities.

- A. The School Board agrees to allow the County the nonexclusive use of Parcel B for the sole purpose of a non-fee based recreational use by the public and associated parking purposes related thereto as set forth in this Agreement. Any other use by County shall require prior written approval by the School Superintendent.
- B. Use of Parcel B shall be reserved for exclusive use by School Board during King Middle School operating hours, and for School Board uses (e.g. team practice, tournaments and special events during-off school hours) with reasonable notice to County. The County may utilize Parcel B at all times other than the reserved hours described in this paragraph.

2.2 County Rights and Responsibilities.

- A. The County has the right to construct or replace the following improvements within Parcel B at its discretion:
 - I. Irrigation system
 - II. Playground equipment
 - III. Pavilion
 - IV. Replace existing fencing (with equal or better).

- V. Replace the four tennis courts in the northwest corner of the Parcel B with a shell parking lot.
- VI. Installation of lighting of courts for night use
- VII. Installation of additional courts (tennis /pickleball)
- VIII. Signage
- IX. Sod

At the termination of the Agreement all improvements shall belong to the School Board.

- B. The County shall submit plans and design details to the School Board Superintendent for any improvements referenced in Article 2.2.A. County shall not construct any improvements until the School Board Superintendent grants written approval, which shall not be unreasonably withheld.
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- D. Prior to use of Parcel B, County shall install a minimum 6-foot-tall chain link fence with top rail separating Parcel B from the rest of King Middle School. Said fence and corresponding gate specifications must be approved by School Board.
- E. The County shall obtain all required local, regional and state permits necessary for improvement of Parcel B at no expense to School Board. School Board, through its Superintendent or designee, shall cooperate on any required signatures necessary to obtain said permits.
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- G. County will establish informational signage regarding rules, hours and use requirements of Parcel B. All signage related to Parcel B must be approved by School Board.

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5.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior understandings or correspondence, if any, related to joint use of Parcel B described herein. Any subsequent conditions, representations, warranties or agreements, shall not be valid and binding upon the parties unless they are in writing and signed by both parties. There are no oral or other written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party relating to this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed pursuant to the requirements of Article 4.1 herein.

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and the County each hereby represent, warrant and covenant 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 parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.4 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, 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 in the manner and to the extent provided in or contemplated by this Interlocal Agreement. The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Interlocal Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Interlocal Agreement constitute a charge; lien or encumbrance, either legal or equitable, upon any property or funds of the School Board or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Agreement from any funds legally available for such purpose.

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subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

5.6 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.

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If to County:

Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34206

With copies to:

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney

If to School Board:

Superintendent
School Board of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 708-8770

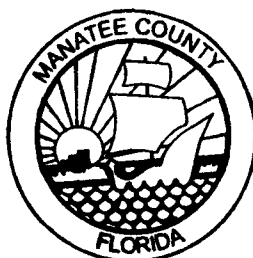
With copies to:

Stephen R. Dye, School Board Attorney
Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC.1206
1206 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 748-4411

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.

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

MANATEE COUNTY, a political
subdivision of the State of Florida
By: its Board of County Commissioners



By: [Signature]
Chairperson

Date: 2/28/23

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Clerk

**SCHOOL BOARD OF MANATEE
COUNTY**, a public body corporate
created and existing under the laws of
the State of Florida

By: _____
Chad Choate III, Chairperson

Attest: _____
Cynthia Saunders, Superintendent

Date: _____

**APPROVED AS TO LEGAL
FORM AND SUFFICIENCY**

Stephen R. Dye, Esq.
School Board Attorney

Date: _____

MANATEE COUNTY, a political
subdivision of the State of Florida
By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Clerk

**SCHOOL BOARD OF MANATEE
COUNTY**, a public body corporate
created and existing under the laws of
the State of Florida

By: 
Chad Choate III, Chairperson

Attest:  03/28/2023
Cynthia Saunders, Superintendent

Date: 03/29/2023

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

Stephen R. Dye, Esq.
Stephen R. Dye, Esq. (Mar 3, 2023 06:51 PST)
Stephen R. Dye, Esq.
School Board Attorney

Date: 03/03/2023

 02/28/2023
MP

 03/03/2023
WFH

 03/06/2023
MT



EXHIBIT A

SCHOOL BOARD OF
MANATEE COUNTY PROPERTY

MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209





EXHIBIT B

SHARED RECREATIONAL
AND PARKING AREA

MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209

