

**INTERLOCAL AGREEMENT BETWEEN
CITY OF VENICE and SARASOTA COUNTY
REGARDING PARKS AND RECREATION SERVICE**

2498.B

THIS AGREEMENT, by and between the City of Venice, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "City" and the County of Sarasota, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County":

WITNESSETH

WHEREAS, the City and County are mutually interested in providing and in making available recreation programs, activities, and facilities for community use and the benefit of their citizens; and

WHEREAS, the City and County acknowledge the advantages and the importance of providing affordable recreational programs that serve a public purpose in promoting community interest and welfare; and

WHEREAS, on November 17, 1992, the City and County entered into an Interlocal Agreement (the "1992 Interlocal") providing for the consolidation of specified City and County recreational programs, activities and facilities under the direction of the County with the common objective of providing, maintaining and conducting a comprehensive program of recreational services and park facilities in the most economical manner; and

WHEREAS, in recognition of the changing and growing recreational needs of the citizens of the City and County, the governing bodies desire to replace the 1992 Interlocal with a new Interlocal Agreement that will better address the citizens' needs, clearly state the responsibilities and obligations of the parties, as well as provide the foundation of principles for a productive relationship, and

WHEREAS, the City and County have the authority pursuant to the provisions of general law, including Section 163.01, Florida Statutes, to enter into this Agreement; and

NOW THEREFORE, in consideration of mutual covenants and obligations contained herein, it is agreed as follows:

Section 1 – Intent

This Agreement is intended to set forth the duties and responsibilities of the City and the County with respect to all Designated City Parks. All other parks located within the City shall be the responsibility of the City. This Agreement is not intended to assign responsibility with respect to Parks and Recreation Facilities located within a special district created by the legislature.

Section 2 – Definitions

- 2.1 Athletic Field Complex:** a City-owned site that consists of at least two athletic fields, including, but not limited to, baseball, soccer, football or softball and related appurtenances, such as restrooms, lighting, and irrigation, if any.
- 2.2 Athletic Turf:** turf lying within the boundaries of an athletic field (typically a Bermuda or Paspallum grass).
- 2.3 Capital Improvement:** improvements with a life expectancy of 5 years and over, and a cost of \$5,000 or more.
- 2.4 Capital Repair:** repairs that extend the life expectancy of an improvement for 5 years or more and cost \$5,000 or more.
- 2.5 City:** the City of Venice.
- 2.6 City Liaison:** City Manager or designee.
- 2.7 County:** the County of Sarasota.
- 2.8 County Liaison:** County Administrator or designee.
- 2.9 Designated City Parks:** those City-owned parks or areas of parks set forth on Exhibit "A", attached hereto and incorporated herein, as may be amended from time to time.
- 2.10 Impact Fees:** charges assessed by local governments against new development projects that attempt to recover costs incurred by government in providing Park Facilities and Recreation Amenities required to serve the new development.
- 2.11 Integrated Pest Management (IPM):** those least toxic pest control and chemical application strategies as defined in Sarasota County Resolution No.2005-110 or as may be amended.
- 2.12 Level of Service:** standards related to quantitative guidelines or resources of space, amenities or operations.

- 2.13 Natural Area Park:** sites where the natural environment is of primary importance supporting nature-based recreation opportunities.
- 2.14 Operating Costs:** those costs associated with operating, programming and routine maintenance of a Designated City Park.
- 2.15 Park Facilities:** structures located within a Designated City Park designed or built to serve a function, i.e., restroom, concession building.
- 2.16 Quality Tour:** an inspection and assessment of current conditions by City and County staff to measure compliance with the standards set forth in Section 4 herein.
- 2.17 Recreation Amenities:** features or fixtures at a Designated City Park that are considered desirable, i.e., a playground, tennis court, picnic shelter.
- 2.18 Repair and Replacement:** the restoration of minor building materials, elements, components and fixtures having a cost of less than \$5000.
- 2.19 Routine Maintenance:** work that is either planned and performed on a routine basis to maintain and preserve the condition of the Designated City Parks and the Recreation Amenities and Park Facilities located within the Designated City Parks or done to restore an adequate level of service following an event or condition.
- 2.20 Safety Hazard:** any condition that by itself or by interacting with other variables could cause death, injuries, property damage or other loss.
- 2.21 Special Event:** occasions drawing individuals together to enjoy a recreational experience that is educational, significant, entertaining or fun.
- 2.22 Vandalism:** willful or malicious damage to Park Facilities or Recreation Amenities. Normal wear and tear is not included.

Section 3 – Term of Agreement

The term of this Agreement shall be for ten (10) years, commencing on October 1, 2011 and shall be automatically renewed for an additional five (5) years, unless terminated for cause in writing by either party no later than December 1st of any given year for termination on the following October 1st. Such written notification

shall provide cause for termination, and provide the non-terminating party ninety (90) days to correct the stated cause. If a mutually satisfactory solution is not agreed upon by staff, an advertised public hearing shall be held to discuss the termination of this Agreement, and a majority vote shall be required of the Commission seeking termination before this Agreement can be canceled. Cancellation of this Agreement shall become effective at the start of the next fiscal year, October 1st.

Section 4 – County’s Responsibilities

4.1 Levels of Service. Subject to sub-section 5.4 herein, the County shall be responsible for the operation, Repair and Replacement and Routine Maintenance of the Designated City Parks at the Levels of Service set forth below. The County has the express right to enter into an Agreement with third party contractors to provide the most economical or effective service including maintenance, work on structure(s), Recreation Amenities and systems for the community.

4.1.1 Turf Maintenance: Maintenance of turf and surrounding areas, will include mowing, renovation and miscellaneous care as outlined below:

4.1.1.1 Athletic Turf Areas:

Mowing: Bermuda and *Paspalum* (Infields and outfields) will be maintained at 1 ¾" to 2 ¾" inches.

Turf Renovation: topdressing, over seeding, and replacement of damaged or worn turf.

Miscellaneous Care: edge concrete walkways and concrete picnic pads; fertilize refined and improved turf areas.

Frequency: Topdressing – 1x/yr., Aerating – 3x/yr., spot turf replacement prior to playing season and as required to maintain safe play.

4.1.1.2 Non Athletic Turf Areas:

Mowing: Grasses and other ground cover vegetation should be maintained at a mowing height of 4" inches, with a +/- (2) inch tolerance.

Miscellaneous Care: edging concrete walkways and concrete picnic pads.

4.1.2 Landscape Bed Maintenance: Provide for shrub and grass replacement in existing irrigated areas, prune and fertilize trees and shrubs, rake shrub beds and apply mulch to shrub beds.

Frequency: Mulching - 2x/yr, General landscape maintenance – a minimum of 12x per site/yr.

- 4.1.3 Chemical Application:** All pests such as weeds and insects will be controlled in facilities, athletic fields, shrub beds, fence lines, paths, and parking lots in highly visible areas utilizing the least toxic means as outlined under the guidelines of IPM. **Frequency:** Scouted and documented - monthly, treatment – as indicated by inspection.
- 4.1.4 Irrigation:** Maintenance and repair of both manual and automatic irrigation systems. **Frequency:** Inspected and documented—monthly; repairs – as indicated by inspection.
- 4.1.5 Playground Equipment:** Routine Maintenance of playgrounds, surface area and equipment to industry standards. **Frequency:** Documented playground inspections by a certified playground inspector - 2x/month.
- 4.1.6 Recreation Amenities:** Clean and repair cook grills, maintain picnic tables, park benches, athletic courts, horseshoe pits, and other Recreation Amenities. **Frequency:** Routinely check, repair, replace as indicated by inspection. Athletic courts shall be resurfaced every 5-8 years.
- 4.1.7 Park Facilities and Equipment Cleaning:** Provide janitorial services to restrooms and shelters. Clean interior and exterior of park buildings including trash removal. **Frequency:** 1x/per day.
- 4.1.8 Pedestrian Control:** Maintain existing fencing, railing, bollards and gates for control of vehicular and pedestrian traffic. **Frequency:** Repair and replacement - as indicated by inspection.
- 4.1.9 Signage:** The County will provide and maintain standard County regulatory signage. The City is responsible for providing park entry signs and City regulatory signs. The County shall maintain all park signs. In the event the City desires to rename a park / facility, the City bears the financial responsibility for sign replacement that is of a mutually agreeable design.
- 4.1.10 Program Delivery.** Athletic leagues and tournaments will be planned and implemented based upon cost effectiveness, trends, space availability and the needs of the community as determined by both City and County staff.
- 4.1.11 Utilities.** The responsibility for payment of utility fees at Designated City Parks shall be that of the County. The County reserves the right to charge utility fees, including lighting fees, to a third party utilizing Park Facilities or Recreation Amenities.

- 4.2 Maintenance on any future Athletic Field Complex will be subject to all provisions set forth herein.
- 4.3 The County will perform quarterly Quality Tours with the City Liaison and provide a report of findings and results to the City and the County. Upon request, the County and City will conduct additional tours.
- 4.4 If the parties agree that the County's failure to provide the Levels of Service set forth herein for Recreation Amenities directly results in the need to replace such Recreation Amenities, the County shall pay the full cost of such replacement.
- 4.5 Separate and apart from Routine Maintenance, the County shall be responsible for Repair and Replacement of Park Facilities in an amount not to exceed \$5000 per park per year, adjusted annually, commencing October 1, 2012, in an amount equal to the U.S. Recreation, 1982-84=100, U.S. City Average, Not Seasonally Adjusted CPI index (CUUR000SAR), for the prior 12-month period. Examples of the distinction between Repair and Replacement responsibilities versus Routine Maintenance are included as Exhibit C.

Section 5 – City’s Responsibilities

- 5.1 **Disaster Recovery:** Following an event in which the City Council or the County Commission declares a state of emergency, the City shall be responsible for the inspection, repairs, and debris removal at the Designated City Parks and any claims associated therewith. To the extent available, County staff shall assist the City staff in performing the inspections. When the Recreation Amenities and Park Facilities are sufficiently restored so as to resume normal operations, the City shall notify the County Liaison or designee that operations may resume. The City shall be responsible for completing and filing all claims made to the Federal Emergency Management Agency (FEMA) seeking reimbursement with respect to said Recreation Areas and Facilities.
- 5.2 **ADA Access and Compliance:** The City bears the responsibility of implementing all requirements of the American with Disabilities Act (ADA) as it pertains to Designated City Parks and Park Facilities. Any complaint received by the County in regard to ADA accessibility will be referred to the City liaison for action. The County accepts no liability in regard to ADA compliance.

- 5.3 Impact Fees:** The City will bear sole responsibility for the collection, management, and expenditures related to City Parks and Recreation Impact Fees.
- 5.4 Capital Improvement:** The City shall be solely responsible for the costs of all Capital Improvements and Capital Repairs.
- 5.5 Newly Constructed Parks:** Unless otherwise agreed by the parties, the City shall be solely responsible for any and all costs associated with newly-constructed parks.
- 5.6 Vandalism:** Each entity shall be solely responsible for costs associated with Vandalism to its own property. Upon request from the City, the County shall make the necessary repairs not to exceed \$5,000. The City will then reimburse the County for all costs within sixty (60) days of receipt of an invoice. If costs exceed \$5,000, then it will be the City's sole responsibility to make the repair. If the Vandalism poses an imminent safety hazard, it shall be evaluated by the County and/or City no later than the close of the next business day following notification to the affected parties. Vandalism does not include normal wear and tear.

Section 6 – Ownership of Park and Public Facilities

All current and future Park Facilities and Recreation Amenities and other improvements located at the Designated City Parks shall be the property of the City.

Section 7 - Dispute Resolution

In the event of a dispute between the City and County regarding the delivery of services under this Agreement, the City Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator. The decision of the City Manager and County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, the matter shall be referred to the respective Board and Council to be resolved in a joint meeting. Further resolution shall be pursuant to Chapter 164 of the Florida Statutes.

Section 8 – Insurance and Indemnification

The City agrees to maintain liability insurance for the duration of this agreement. County and City agree to indemnify and save harmless the other party, its agents, officials and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue

against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents, licensees or invitees at the Designated City Parks. The City recognizes that the County is self insured. Provided, however, nothing contained in this Section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida Constitution or general law. In the event of any threatened or impending action that may give rise to a claim under the terms of this Section or suit or other proceedings, the party seeking indemnification for such claim must promptly give notice to the other party in writing by Certified Mail. The indemnity provided herein shall not apply to any settlement Agreement entered into by one party without the consent of the indemnifying party. The County and City will carry property insurance on Park Facilities in such types and amounts as it determines to be necessary or desirable. The terms of this Section shall survive the termination of this Agreement.

Section 9 – Response Procedure

- 9.1** Safety/emergency matters related to Designated City Parks shall be evaluated by the County no later than the close of the next business day following notification to the County Liaison. The County will follow up and advise the notifying party as to how the issue was or will be resolved.
- 9.2** The City will provide to the County in writing any complaints that require investigation or action. Following receipt of a complaint pertaining to a routine matter or specific project, the County shall report the status related to Designated City Parks to the complainant within two (2) business days of receiving notification.
- 9.3** Examples of safety-related issues, routine matters and specific projects include, but are not limited to:

Safety Related

Turned up Home Plate
Equipment Malfunction
Electric outlet Malfunction
Backstop fencing disrepair

Routine Matter

Mowing – Grass Too High
Bathroom Maintenance
Reservation Error

Specific Project

Dugout Repair
Ball Field Lip Refurbishing
Parking Lot Pothole

Section 10 – Scheduling Usage of Parks / Athletic Facilities /Special Events

- 10.1** The County is responsible for scheduling the usage of all athletic fields named in this agreement. Subject to availability, the City may from time to time schedule events on athletic fields identified in Exhibit A. The County's fee schedule for non-profit usage will apply to the City's programmed events. The County shall make all reasonable efforts to accommodate requests from the City for said use.

- 10.2** The County will negotiate the terms of any third party use Agreement, and will provide to the City Clerk and City Manager copies of these agreements upon execution. The City agrees to respect the relationship between the County and any third party with which the County has entered into an athletic facilities use agreement. With the exception of emergency situations, the City and County agree to make Park Facilities and Recreation Amenities available to one another for governmental meetings or government employee events at no cost based upon availability. The City will give the County at least fourteen (14) days prior notice of intent to use the Park Facilities and Recreation Amenities.
- 10.3** The County shall obtain advance approval through a temporary use permit from the City Liaison for Parks and Recreation for Special Events scheduled by the County at the Designated City Parks that might attract large crowds requiring special services and control by the City. It shall be the responsibility of the County to coordinate with the City for the provision of public services such as: traffic control, street closings, security, and refuse collection, which will be provided on a reimbursable basis by the organization conducting the event.
- 10.4** The City or County may desire to support or schedule the use of athletic facilities for non-athletic community type of events. County and City staff will develop a usage fee system for this purpose. The proceeds of such activities would accrue to the sponsoring entity who would also be responsible for contributing toward the costs of personnel, trash collection, clean up, lights, etc.
- 10.5** Any additions, deletions or changes in use of Park Facilities or Recreation Amenities shall require mutual agreement of the parties and shall not be made until approved during the respective City and County annual budget process. The City will plan all Athletic Field Complexes and any subsequent additions to existing or future Recreation Facilities, in conjunction with the County and will incorporate green principles, energy conservation and automated technology where financially and operationally feasible.
- 10.6** All Special Events scheduled through the County's reservation system must comply with the County's insurance requirements.

Section 11 - Citizens Advisory Board / Public Involvement

- 11.1** The City and County, along with their respective citizen advisory boards, shall work cooperatively in the planning and design stages of any future and/or planned Recreation Amenities and Park Facilities located at the Designated City Parks.
- 11.2** There shall be at least one City resident appointed to the Sarasota County Parks and Recreation Advisory Council, nominated and selected by the City Commission and approved by the Board of County Commissioners.
- 11.3** The parties hereto agree that public involvement is desirable in parks and recreation projects. To that end, citizen advisory commissions, project task forces, design committees, and neighborhood and community meetings will be utilized for park projects. In addition, various surveys, local and county-wide, and public meetings will be conducted both in preparation of the periodic updating of comprehensive parks and recreation, open space, trails, conservation and greenway plans.

Section 12 – New Parks and Recreation Capital Improvements

Unless otherwise mutually agreed upon by the parties, the City shall be solely responsible for costs related to any land acquisition or Capital Improvements, including design, permitting, construction, and equipment. The City shall collaborate with the County on each proposed project by December 1 of the year preceding the year of anticipated project commencement, in order to prepare the upcoming budget. Said improvements shall be mutually agreed upon in writing as to the desirability, design, responsibilities, staffing plan, and future maintenance considerations prior to commencement of any projects. The Project Review Process (Exhibit B) shall be utilized to reach consensus prior to amendment of this Interlocal by the City and County. The County will operate and maintain any completed athletic facility added by amendment to this Interlocal. The County will provide information to the City pertaining to the Neighborhood Parkland Acquisition Program and/or the Environmentally Sensitive Land Protection Program upon request.

Section 13 - Accountability / Operational Reporting

- 13.1** The operation and maintenance of all Designated City Parks (Listed in "Exhibit A") shall be the responsibility and under the direct control and supervision of the County. Quarterly documented inspections shall be scheduled between City and County Liaisons.

- 13.2** The County shall provide an annual report by February 1st of each year, based upon the prior fiscal year (October 1 – September 30), which shall include an informational overview of operations, maintenance, athletic events, and special projects related to the Designated City Parks. Staff liaisons shall communicate monthly to share information.

Section 14 – Revenues

The County shall establish and be the recipient of any and all revenues generated by the Designated City Parks, including, but not limited to, athletic events, Recreation Amenities and Park Facilities. Such revenues may include, but are not limited to: user fees, rentals, concessions, maintenance fees, instruction fees, sports fees, and admissions. In establishing these fees, the County shall consider the costs associated with providing the recreational opportunity as well as strategies that maintain affordability.

Section 15 – Force Majeure

- 15.1** Except for any payment obligation by either party, if either the County or City is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or City to correct the adverse effect of such event of Force Majeure.
- 15.2** An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or City from performing any of its obligations (other than payment obligations) under this Agreement:
- 15.2.1** Strikes and work stoppages unless caused by a negligent act or omission of either party;
 - 15.2.2** Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
 - 15.2.3** Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; and

15.2.4 Suspension, termination or interruption of utilities necessary to the performance of the obligation.

15.3 In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Agreement.

Section 16 - Amendment

This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other Agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality executed by the respective parties.

Section 17 - Effective Date

This Agreement shall become effective upon filing with the Clerk of the Circuit Court of Sarasota County.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates indicated below:

ATTEST:

Lori Stalder
City Clerk

Approved as to form and correctness:

[Signature]
City Attorney

CITY OF VENICE COUNCIL

By: John W. Holc
John Holc, Mayor

Dated: 5/10/2011

Approved By City Council

Date: 5/10/2011

ATTEST:

KAREN E. RUSHING, Clerk of
The Circuit Court and Ex-Officio
Clerk of the Board of County
Commissioners. Sarasota
County, Florida

By:

Nora Patterson
Nora Patterson, Chair

Dated:

May 10, 2011

Approved as to form and correctness:

[Signature]
County Attorney

EXHIBIT "A"
TO
CITY OF VENICE RECREATIONAL FACILITIES
INTERLOCAL AGREEMENT

BROHARD PARK including Service Club Park, Pier Parking Area(excluding the Fishing Pier and restaurant concession), Robert E. Clark Pavilion and associated parking lot, Maxine Barritt Park, Paw Park, S. Brohard Park, and the remaining portions of Brohard Park.

CHAUNCY HOWARD PARK

CHUCK REITER PARK (Athletic Field Complex)

HECKSHER PARK

HIGEL PARK AND BOAT RAMP

LEGACY PARK *

MARINA PARK and BOAT RAMP (HATCHETT CREEK)

VENICE COMMUNITY CENTER

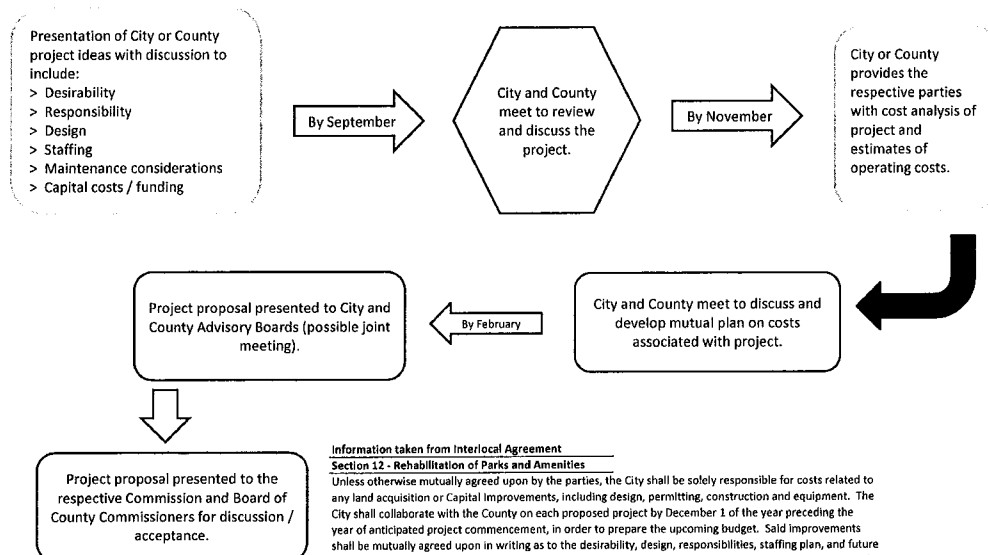
VENICE MUNICIPAL BEACH

VENICE MYAKKA RIVER PARK

VENICE WELLFIELD PARK (Athletic Field Complex)

*Future Park – County's responsibilities begin upon completion of development.

Exhibit B
Capital Project / Rehabilitation of Parks and Amenities
Project Review Process as it relates to the Interlocal Agreement



Information taken from Interlocal Agreement

Section 12 - Rehabilitation of Parks and Amenities

Unless otherwise mutually agreed upon by the parties, the City shall be solely responsible for costs related to any land acquisition or Capital Improvements, including design, permitting, construction and equipment. The City shall collaborate with the County on each proposed project by December 1 of the year preceding the year of anticipated project commencement, in order to prepare the upcoming budget. Said Improvements shall be mutually agreed upon in writing as to the desirability, design, responsibilities, staffing plan, and future maintenance considerations prior to commencement of any projects. The Project Review Process (Exhibit B) shall be utilized to reach consensus prior to amendment by the City and County. The County will operate and maintain any completed athletic facility added by contract amendment. The County will provide information to the City pertaining to the Neighborhood Parkland Acquisition Program and/or the Environmentally Sensitive Land Projection Program upon request.

EXHIBIT C
Division of Responsibilities

City Examples of Repair and Replacement Responsibilities*	County Examples of Routine Maintenance
Bleachers – install / erect	Bases / plates / benches/ Waste Receptacles/ Bleacher Repair
Football Goal Posts purchase / erect	Football Goal Posts / maintain
Soccer Goals purchase / erect	Soccer Goals /maintain
Fencing and Backstops (New)	Fencing and Backstop Repairs
Dugout Roof Replacement	Dugout repairs
Replacement Lights	Replace Bulbs
Weatherproofing	Painting
Roof Replacement	Roof Repairs
Concession Structures	Maintenance/non-Capital Repairs
Shade Structures install	Shade Structures repairs
Scoreboards install	Scoreboards repairs
Playground Components or Replacements	Playground Repairs / Inspections
Replace Major Restroom Fixtures	Plumbing Repairs
Replace Drain Fields	Clean per inspection / Pump Septic
Replacement Irrigation	Irrigation Repairs
	All Turf
	All Clay
	IPM (Integrated Pest Management)
Sidewalk/Trails – constructs	Sidewalk/Trails - maintain

* Pursuant to Section 5.4, Capital Repairs are the sole responsibility of the City.