INTERLOCAL PARKS AGREEMENT Proposed Amendment to Current Agreement

4/17/18

Following is a proposal between the City of Venice and Sarasota County to modify referenced sections of the existing Interlocal Parks Maintenance agreement.

Terminology:

- <u>Regional Park</u>: a park, recreational facility, or similar public site that is available to and serves a "regional" population; that is, a population of participants, spectators, users, a significant portion of which live outside the Venice City limits; in other words, a public facility whose primary service population is multi-jurisdictional in nature.
- <u>Local Park</u>: A park, recreational facility, or similar public site whose service population is predominantly "local" residents.
- <u>Section 1- Term of Agreement</u>: The term of this agreement shall be for a period of twenty (20) years commencing on <u>October 1, 2020</u> and shall automatically be renewed for an additional ten (10) years. This agreement shall be binding on both parties unless modified or terminated by agreement of both parties.
- **<u>Regional</u> Facilities:** The following facilities are categorized as "regional" in nature and therefore under the authority and responsibility of the County for regular and capital maintenance and operation:
 - Wellfield Park
 - Chuck Reiter Field
 - o Marina Park
 - Brohard Beach (includes North Brohard, South Brohard, Service Club, Paw Park, Maxine Barrett Park)
- **Local Parks:** The following facilities are categorized as "local" in nature and, therefore, to be exclusively the responsibility of the City for maintenance, operation, and capital repairs:
 - o Myakka River Park
 - Chauncy-Howard Park
 - o Legacy Park
- <u>Chuck Reiter Field</u>: The County will continue to maintain and operate Chuck Reiter Field including the scheduling of the Little League baseball program as long as the program functions at this site, or until such time as the Little League *is relocated* to another site. Time of transition is at the discretion of the County. Subsequent to transition, the City will assume responsibility for operation, maintenance, and capital repairs of the facility.
- <u>Venetian Waterway Trail</u>: Currently not part of the interlocal parks maintenance agreement, to remain under the exclusive control and responsibility of the County.
- <u>Wellfield Park</u>: Operation and maintenance to be transferred to the County under a long-term lease agreement (e.g. 99 years). Park conditions and amenities to be upgraded to a level comparable to other "regional "parks in Sarasota County (e.g. Englewood Sports Complex). Schedule for capital improvements to be at the discretion of the county. Area defined as Wellfield Park for purposes of this agreement is defined as follows:
 - All of the existing sports areas (approximately 80 acres)
 - Former fire department training site (abuts sports fields)
 - The maintenance and operation of Pinebrook Park shall transition to the City
 - o The northern boundary of Wellfield Park shall remain as it is

- Existing vehicle parking areas that may currently encroach onto Pinebrook Park parcel to remain
- Possible expansion to sections of Venice Utilities Department pump station, if and when vacated by Utilities Department and declared by the City to be available for recreational use
- Possible expansion to include area functioning as police firing range site if and when vacated by the Police Department

• Hecksher Park, Higel Park & Boat Ramp, Venice Community Center:

The categorization of facilities in this agreement is a function of the population they serve. For three specific facilities in the current agreement (Hecksher Park, Higel Park & Boat Ramp, and the Venice Community Center), it has not been determined whether the predominant user population is local or <u>regional</u> in nature. To make that determination, a survey of the users will be conducted. Maintenance and operations responsibilities of these parks and facilities will be subject to the findings of the survey. The survey will be conducted by the City; the results of which will be shared with the County. The County will maintain operation and maintenance of these facilities pending the outcome of the survey. The survey will be initiated within 60 days, with the goal of capturing a fair representative sampling of the common facility users. The end results expected within the following 30 days.

<u>Signage</u>: With the transition of authority to operate and maintain certain parks and facilities, the authoritative body maintaining each park will be responsible for the placement and/or replacement of signage in each respective park or facility.

Naming Rights: The naming or re-naming of any public park, building, facility, or entity within the City limits shall be subject to review and approval by the Venice City Council.

Operations and Maintenance Standards: The operation and maintenance of each park and facility named in this agreement shall be of an equal or greater standard than the quality and performance standards outlined in the current Interlocal Parks and Recreation Services Maintenance agreement.