INTERLOCAL PARKS AGREEMENT Discussion of Proposed Amendment to Current Agreement

3/28/18

Following is a summary of discussion points for consideration of developing an amendment to the current Interlocal Parks Maintenance agreement. The issues cited below reflect the collective comments and recommendations of staff and Council members.

The City recognizes <u>that an amendment to the current agreement as proposed by Sarasota County</u> will create new expenses for Venice. The most visible new costs for Venice include:

- assumption of responsibility for the maintenance and operation of "local parks"
- assumption of responsibility for maintenance and operation of the Venice Community Center
- assumption of responsibility for maintenance of the west side of the <u>Venetian Waterway Trail</u>

The most visible <u>economic benefit</u> for Venice in the proposed amended agreement is assumption by the County of all of the <u>capital and operational costs for Wellfield Park</u>.

Since discussions for an amended agreement were initiated, several versions of a new agreement have been discussed among City and County staff. During that time, Council members have provided input suggesting specific <u>operational and fiscal points of contention</u>.

Venice staff have been <u>researching the projected fiscal and operational impact of suggested changes</u> to the current interlocal agreement. Considerable staff time has been committed <u>to costing-out the</u> <u>maintenance and operational expenses of each park</u> and facility. Since the County has been providing those services for more than two decades the City does not have historical performance data. A great deal of cost data has been assembled, but still more refinement of the cost data is being researched to be able to make dependable budget impact projections for changes in the current parks maintenance agreement.

Data has been collected for the cost of <u>materials. consumable supplies, equipment, vehicles, and</u> <u>personnel</u>. A rough estimate of new personnel needed to assume maintenance and operations cost of the "local parks" is 6-7 full-time employees (does not include the Venice Community Center).

Subject to discussion is the issue of **what constitutes** "**a local park**". The County uses an acreage reference (100 acres) as a barometer. The City believes <u>that the users of the park/recreational area</u> <u>services is a more relevant indicator</u>. For that reason, staff is <u>surveying two of the facilities</u> listed in the current agreement: Hecksher Park and the VCC, to determine if they primarily service local cliental or if the services they provide are more regional in nature.

- This approach is reflective of the historical sharing of services between the City and the County, and may contribute to a more accurate determination of <u>which government</u> should be providing maintenance and operating support.
- Some of the facilities proposed for transition to Venice for maintenance and operations service may actually be more appropriately retained as part of the County's regional network.
- Given the projected financial impact on the City's relatively small General Operating budget, a suggested staggered approach to assuming local cost of park facilities would ease the annual effect on local tax payers.

- <u>Section 3 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.
- <u>Chuck Reiter Field</u>: This facility has been operated and maintained by the County for decades; managing an organized county-wide little league baseball program. Historically, the County has scheduled events, collected fees, and has on-going contractual relationships with all of the sports programs operating on Venice fields. The City does not have any contractual relationships with any sports programs. Therefore, the County should continue to maintain and operate Chuck Reiter Field including the scheduling of the Little League 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 at the discretion of the County Subsequent to transition, the City will assume responsibility for operation and maintenance of the field.
- <u>Venetian Waterway Trail</u>: Currently not part of the interlocal parks maintenance agreement; to remain under the control and responsibility of the County. The County committed to Venice Area Beautification Inc. (VABI) to maintenance of this linear park since VABI built the trails (both of which connect to County properties).
- <u>Wellfield Park:</u> Operation and maintenance to be transferred to the County under a long-term lease agreement (99 years) (similar to the Venice Library lease). Park conditions and amenities to be upgraded to a level comparable to other "regional "parks (eg. 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)
 - Excludes Pinebrook Park
 - Will not permit expansion of the northern boundary of Wellfield Park to accommodate expanded parking
 - The maintenance, operation, and control of Pinebrook Park section of Wellfield Park shall transition to the City
 - The northern boundary of Wellfield Park shall remain as it is.
 - Possible expansion to include sections of Venice Utilities Department pump station site, but only if and when vacated by Utilities Department
 - Possible expansion to include area functioning as police firing range site if and when vacated by the Police Department
- "Termination for cause" TERMINATION TO BE EFFECTIVE OCTOBER 1st following the date of termination agreement but no sooner than twelve months from the date of agreed upon termination. Agreed upon termination to mean the date when both parties execute a written agreement specifying termination of the inter local parks agreement.
- Maintenance and operations responsibilities of the following parks and facilities to be transferred to the City under the following schedule:
 - Legacy Park October 1, 2020
 - Chauncy-Howard Park October 1, 2020
 - Myakka River Park October 1, 2021

- The City will examine by survey the client use of the Venice Community Center and Hecksher Park to determine the composition of the client base (local or regional) Maintenance and operation of these facilities to remain with County pending the outcome of the surveys. Pending the determination that these facilities are "local" in nature they will be transitioned to the City as follows:
 - Hecksher Park October 1, 2022
 - Venice Community Center October 1, 2023
- **Beaches and Facilities:** As the beach facilities service a regional population, County to be responsible for the daily maintenance, operation and capital improvements for the following:
 - North Brohard Park
 - South Brohard Park
 - Maxine Barritt Park
 - Paw Park
 - Venice Beach
 - Marina Park
- <u>Naming Rights:</u> Naming rights for all properties residing within the City of Venice are reserved for Venice City Council.