

M E M O R A N D U M

Date: May 23, 2016

TO: Dave Bullock, Town Manager

THROUGH: Juan Florensa, Public Works Director

FROM: Mark Richardson, Streets, Facilities, Park & Rec Manager

SUBJECT: Proposed First Amendment to the Interlocal Agreement Between Sarasota County and Town Regarding the Expanded Bayfront Park Maintenance and Use

Background

The Town entered into a Joint Project Agreement with Sarasota County on December 8, 2015 that provided for the construction and funding responsibilities for the expansion and development of the contiguous parcels owned by the Town and the County that are included in Bayfront Park. A First Amendment is presented at this meeting for review and authorization to execute by the Mayor.

Issue

Sarasota County has proposed the first amendment to the Interlocal Agreement to more clearly provide the responsibilities of each of the parties as to the Restricted Vehicle Beach Access and associated gate. The Town will be responsible for this access and gate and its costs, inspection, repair and maintenance due to normal wear and tear, disaster or vandalism and of any capital improvements related to the access and associated gate. The Town will also assume responsibility for vehicular and pedestrian control of this access and gate.

Recommendations

Staff recommends Commission approval of the First Amendment to the Interlocal Agreement and authorization of the Mayor to execute the documents.

Please let us know if you have any questions regarding the document or proposed changes.

Attachments: Proposed First Amendment

**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN
SARASOTA COUNTY AND THE TOWN OF LONGBOAT KEY
REGARDING THE EXPANDED BAYFRONT PARK MAINTENANCE AND USE**

This First Amendment to the Interlocal Agreement ("First Amendment"), entered into as of the date of execution by both parties, amends that certain "Interlocal Agreement Between Sarasota County and the Town of Longboat Key Regarding the Expanded Bayfront Park Maintenance and Use" (the "Expanded Bayfront Park Interlocal Agreement"), dated December 8, 2015 (Contract No. 2016-084) entered into by and between the County of Sarasota, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and the Town of Longboat Key, a municipal corporation of the State of Florida, hereinafter referred to as "Town" (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, on December 8, 2015, the County and the Town entered into a Joint Project Agreement (the "JPA"), which set forth the construction and the funding responsibilities for the expansion and development of Bayfront Park (the "Project"), comprised of contiguous parcels owned individually by the Town and the County (the "Expanded Bayfront Park"); and

WHEREAS, on the same date, the County and Town entered into the Bayfront Park Interlocal Agreement which sets forth their respective obligations and responsibilities with respect to the maintenance and use of the Expanded Bayfront Park; and

WHEREAS, the Town desires to include a restricted vehicle beach access ramp for emergency and beach maintenance use only in the Expanded Bayfront Park (the "Restricted Vehicle Beach Access"); and

WHEREAS, the Restricted Vehicle Beach Access is to be situated on that portion of the Expanded Bayfront Park owned by the County (the "Bayfront Park Addition"); and

WHEREAS, the County and the Town desire to enter into this First Amendment to the Bayfront Park Interlocal Agreement to memorialize the County's approval of the Town's desired modification to the Park Concept Plan attached as Exhibit B to the Bayfront Park Interlocal Agreement, and to incorporate the Restricted Vehicle Beach Access into the Town's obligations and responsibilities for the operation, maintenance and use of the Expanded Bayfront Park; and

WHEREAS, the County and the Town have the authority pursuant to the provisions of general law, including Section 163.01, Florida Statutes, to enter into this First Amendment to the Bayfront Park Interlocal Agreement.

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

Section 1. Incorporation. The recitals set forth above are incorporated herein in their entirety.

Section 2. Section 6 of the Bayfront Park Interlocal Agreement is amended as follows:

Section 6 – County’s Responsibilities

- 6.1 Disaster Recovery:** Following an event in which the Town Commission or the County Commission declares a state of emergency, the County shall be responsible for the inspection, repairs, and debris removal at the Bayfront Park Addition only and any claims associated therewith, with the exception of the Restricted Vehicle Beach Access and associated gate, for which the Town shall be responsible. When the Recreation Amenities and Park Facilities on the Bayfront Park Addition for which the County is responsible are sufficiently restored so as to resume normal operations, the County shall notify the Town Liaison or designee that operations may resume. The County shall be responsible for completing and filing all claims made to the Federal Emergency Management Agency (FEMA) seeking reimbursement with respect to the Bayfront Park Addition.

- 6.2 Vandalism:** The County shall be solely responsible for costs associated with Vandalism to the Bayfront Park Addition, excluding the Restricted Vehicle Beach Access.

- 6.3 Capital Improvement:** With the exception of the Restricted Vehicle Beach Access, the County shall be responsible for the costs of all County-approved Capital Improvements and Capital Repairs on the Bayfront Park Addition. Capital Improvement Projects and Capital Repairs will be identified in the quarterly inspections (as referenced in Section 7.2) and coordinated through the Town and County Liaisons.

Section 3. Section 7 of the Bayfront Park Interlocal Agreement is hereby amended as follows:

Section 7 – Town’s Responsibilities

- 7.1** The operation and maintenance of the Expanded Bayfront Park, including compliance with all permit conditions related to the Project, shall be the responsibility and under the direct control and supervision of the Town. The Town shall be responsible for the

operation, Repair and Replacement and Routine Maintenance of the Expanded Bayfront Park, as indicated below. The Town has the express right to enter into separate contract(s) with third party contractors to provide the most economical or effective services including maintenance and repair work on structure(s), Recreation Amenities and systems for the community. The responsibilities outlined below are associated with the maintenance activities on the Bayfront Park Addition.

7.1.1 Mowing: Grasses and other ground cover vegetation should be mowed regularly. **Frequency:** Same mowing schedule as Original Bayfront Park.

7.1.2 Chemical Application: All pests such as weeds and insects will be controlled in 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.

7.1.3 Irrigation: Maintenance and repair of both manual and automatic irrigation systems. **Frequency:** Inspected and documented –monthly; repairs – as indicated by inspection.

7.1.4 Playground Equipment and Inspections: Routine Maintenance of the playground, surface area and equipment to industry standards and pursuant to inspection reports completed by the Town's Certified Playground Safety Inspector bi-weekly.

7.1.5 Recreation Amenities: Clean and maintain picnic tables, park benches, and other Recreation Amenities. **Frequency:** Routinely check, repair, replace as indicated by inspection.

7.1.6 Park Facilities and Equipment Cleaning: Provide janitorial services to restrooms and shelters. Clean interior and exterior of park buildings including trash removal. Conduct Routine Maintenance (e.g., painting, pressure washing) **Frequency:** Same schedule as Original Bayfront Park.

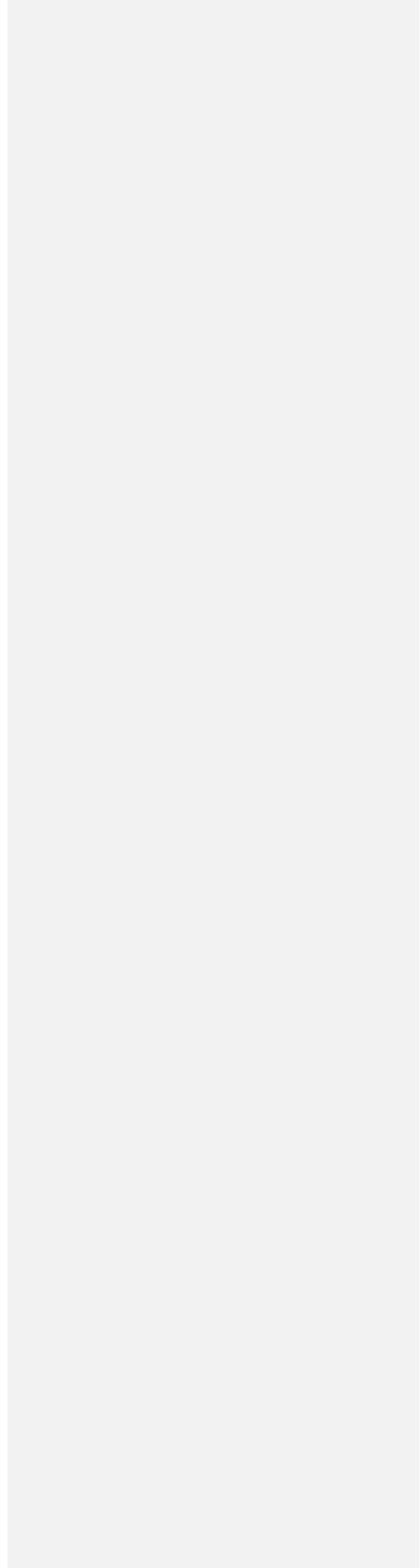
7.1.7 Vehicular and Pedestrian Control: Maintain fencing, railing, bollards and gates for control of vehicular and pedestrian traffic, including a gate on the Restricted Vehicle Beach Access to control authorized vehicular access to the beach. **Frequency:** Repair and replacement - as indicated by inspection.

- 7.1.8 Signage:** The Town is responsible for providing park entry signs and Town regulatory signs. The Town shall maintain all park signs.
- 7.1.9 Utilities:** The Town shall pay all utility charges and fees associated with the Expanded Bayfront Park. The Town reserves the right to charge utility fees, including lighting fees, to a third party utilizing Park Facilities or Recreation Amenities.
- 7.2** The Town will perform quarterly Quality Inspections of the Bayfront Park Addition with the County Liaison and incorporate a report of findings and results into the annual report (see Sec. 7.3) to the Town and the County. Upon request, the County and Town will conduct additional inspections.
- 7.3** The Town 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, and special projects related to the Expanded Bayfront Park. Staff liaisons shall communicate regularly to share information.
- 7.4** Separate and apart from Routine Maintenance, the Town shall be responsible for Repair and Replacement of the Park Facilities on the Bayfront Park Addition in an amount not to exceed \$5,000 per year, adjusted annually, 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.
- 7.5** The Town shall be solely responsible for costs associated with Vandalism to the Original Bayfront Park and for the costs associated with Routine Maintenance, Repair and Replacement, or Vandalism to the Restricted Vehicle Beach Access.
- 7.6** Disaster Recovery: Following an event in which the Town Commission or the County Commission declares a state of emergency, the Town shall be responsible for the inspection, repairs, and debris removal at the Original Bayfront Park as well as the Restricted Vehicle Beach Access and any claims associated therewith. When the Restricted Vehicle Beach Access, Recreation Amenities and Park Facilities on the Original Bayfront Park are sufficiently restored so as to resume normal operations, the Town shall notify the County Liaison or designee. The Town 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.

7.7 Law Enforcement: The Expanded Bayfront Park is under the jurisdiction of the Town of Longboat Key Police.

Section 4. Remaining Provisions. All other provisions of the Bayfront Park Interlocal Agreement not hereby amended shall remain in full force and effect.

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Section 5. Effective Date

This First Amendment to the Expanded Bayfront Park Interlocal Agreement shall be executed simultaneously with that certain First Addendum to the Joint Project Agreement for the Expansion and Development of the Expanded Bayfront Park and shall become effective upon filing with the Clerk of the Circuit Court of Sarasota County.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Bayfront Park Interlocal Agreement on the dates indicated below.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
Jack G. Duncan, Mayor

Date: _____

ATTEST:

Trish Granger
City Clerk

Approved as to form and correctness:

Town Attorney

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

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Date: _____

Approved as to form and correctness:

By: _____
County Attorney

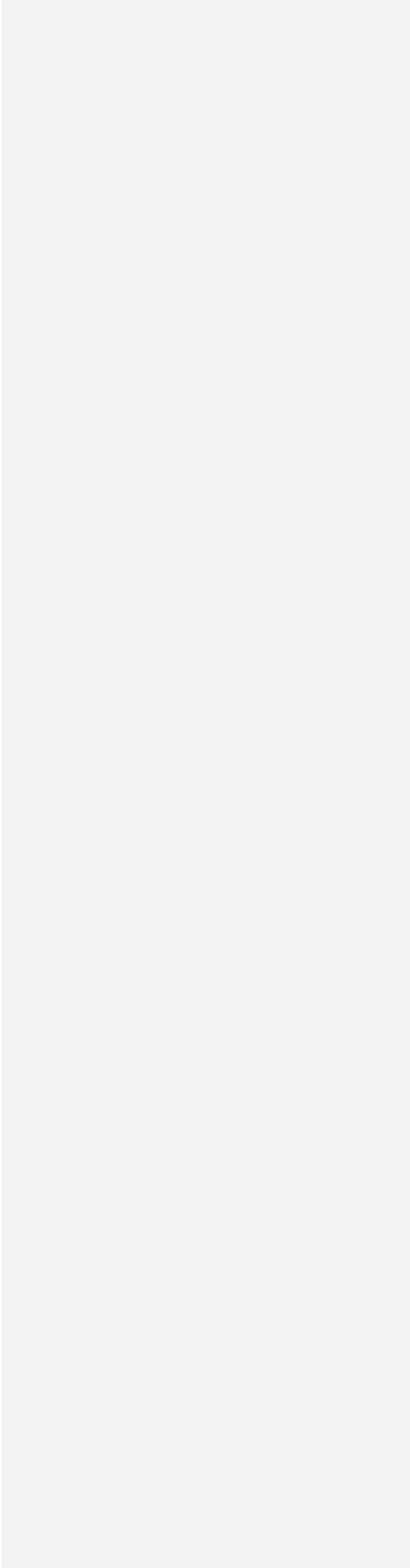


Exhibit B
Amended Park Concept Plan



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End of Agenda Item