

DARDEN TOWE PARK AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE AND THE CITY OF CHARLOTTESVILLE, VIRGINIA

DRAFT

This agreement, dated this ____ day of _____, 2017, is between the COUNTY OF ALBEMARLE (County) acting through its Board of Supervisors, and the CITY OF CHARLOTTESVILLE (City), acting through its City Council.

SECTION I. PURPOSE

Darden Towe Park is jointly owned by the City of Charlottesville and Albemarle County. The purpose of this agreement is to provide a fair and equitable allocation of responsibility between the two localities for the planning, development, operation and maintenance of the park.

SECTION II. PARK OWNERSHIP

The park is jointly owned by the City and the County. Each locality shall hold an undivided interest in the property and all improvements. In the event that the park or any part thereof is conveyed by the two localities to any other entity, whether public or private, any proceeds received for such conveyance shall be divided between the localities on the basis of the cumulative capital investments of each locality in the entirety of the park property. Neither the City nor the County shall make such a conveyance of its interest without the consent of the other party.

SECTION III. ADMINISTRATION, MAINTENANCE AND OPERATIONS

The Park shall be administered as a County park under the Albemarle County Code. The county shall provide fiscal and legal services for the operation of the park for an administrative fee of two percent (2%) of the park's total operating budget. The County shall be responsible for the general administration, maintenance, supervision and security of the park. Persons employed for such purposes will be County employees. The County will bill quarterly for the City's share of expenses.

The City will be responsible for the operation, supervision and scheduling of City adult softball programs at the park. County residents shall be treated as City residents in terms of fees and access to those programs. The operation, supervision and scheduling of all recreational and other facilities in the park shall be the responsibility of the County.

SECTION IV. PARK SUPERVISION

The Directors of Parks and Recreation in the City and the County, together with appropriate staff members from those Departments will work in close consultation in the ongoing operation and maintenance of the park. Together, they will develop five-year projected operating and capital budgets, which will be updated annually. City and County staff will meet when requested by either Director to resolve issues or to rule on special problems or requests that cannot be routinely handled by staff. In the event the City and County Park and Recreation Directors cannot agree to resolve an issue, the City

Manager (or designee) and the County Executive (or designee) will meet together with the Directors to resolve the issue.

SECTION V. ALLOCATION OF COSTS

Operating and capital costs for the park will be divided between the City and County based on the relative populations of the two localities according to the Weldon Cooper Center for Public Service Annual Population Report. All expenditures, whether capital or operating costs, are contingent upon the appropriation of funds by the Albemarle County Board of Supervisors and the Charlottesville City Council in the year of expenditure, and the failure to appropriate by either governing body shall not be deemed a breach of this agreement. Nothing in this agreement would prohibit either the City or the County from making improvements to the property at its sole expense pending the approval of those improvements by both the City and the County.

SECTION VI. REVENUE GENERATION

Park revenues shall be deducted from operating expenses prior to calculating the City and County share for each quarterly billing period.

SECTION VII. DARDEN TOWE PARK COMMITTEE

The Darden Towe Park Committee shall consist of two members of the Albemarle County Board of Supervisors and two members of the Charlottesville City Council, appointed by their respective governing bodies. The Committee will minimally meet annually in September of each year prior to the submission of the annual budget. The Committee may meet more frequently, at its own discretion. The Committee will perform the following functions:

1. Approve new capital development plans for inclusion in the Park's annual operating and five-year capital budgets;
2. Resolve any differences on policy issues between the governing bodies as they may pertain to the park;
3. Provide direction to City and County Parks and Recreation Directors as requested;
4. Meet as directed by the Board of Supervisors or City Council to resolve issues, make recommendations, etc.;
5. Make recommendations to the governing bodies for alterations and/or amendments to this agreement;
6. To initiate and conduct Master Planning of the Park.

SECTION VIII. LIGHTING

In the original agreement entered into in 1986, the City and the County agreed that night lighting would not be included in any of the three development stages for any competitive sport facility. In recognition of the history and intent of not having lighted facilities in the park, no lighting of competitive sport or other recreational facilities in the park will occur without the mutual agreement of the City and the County.

SECTION IX. APPROVAL, DURATION AND RENEWAL

This agreement shall be for a period of ten (10) years, commencing on July 1, 2017 and ending on June 30, 2027. Prior to the expiration of the ten (10) year period, both the City and County shall reach mutual agreement to revise, renew or otherwise alter the agreement.

SECTION X. AMENDMENT OF AGREEMENT

This agreement can be amended with the mutual consent of the City Council and the County Board of Supervisors at any time during the duration of this agreement.

IN WITNESS WHEREOF the City Council has authorized the Mayor to sign this agreement by a resolution adopted June 19, 2017, and the Board of Supervisors has authorized its Chairman to sign it by resolution adopted June 14, 2017.

CITY OF CHARLOTTESVILLE

Attest:

Clerk of Council

By _____
Mayor

COUNTY OF ALBEMARLE

Attest:

Clerk of Council

By _____
Chairman, Board of Supervisors