

## **DARDEN TOWE PARK AGREEMENT**

This Agreement, dated this 6<sup>th</sup> day of June, 2007, is between the COUNTY OF ALBEMARLE (hereinafter called "County"), acting through its Board of Supervisors, and the CITY OF CHARLOTTESVILLE (hereinafter called "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 development, operation, and maintenance of the park from July 1, 2007 through June 30, 2012.

### **SECTION II. 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. The 2006 Weldon Cooper final population estimate published in 2007 will be used for the base term of this agreement from July 1, 2007 through June 30, 2012. All expenditures subsequent to the 2007 – 2008 fiscal year, whether capital or operating cost, are contingent upon the appropriation of funds by the Charlottesville City Council and the Albemarle County Board of Supervisors 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 County from making improvements to the property at its sole expense pending the approval of those improvements by both the City and County.

### **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 softball programs at the park. County residents will be treated as City residents in terms of fees and access to those programs. No fees will be charged to the City for the use of the park for those programs. The City will also be responsible for the scheduling and collection of fees for softball tournament games at the park. The City will forward fees collected for tournament play at the park to the County to be included as park revenues. The operation, supervision and scheduling of all other facilities in the park shall be the responsibility of the County.

### **SECTION IV. REVENUE GENERATION.**

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

## **SECTION V. PARK SUPERVISION.**

The Director of Parks and Recreation from the City and the Director of Parks and Recreation from 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 Parks and Recreation Directors cannot agree or 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 VI. DARDEN TOWE PARK COMMITTEE.**

The Darden Towe Park Committee consists 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 perform the following functions:

1. Approve new capital development plans for inclusion in the Park's annual and five year 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 Board or Council to resolve issues, make recommendations, etc.;
5. Make recommendations to the governing bodies for alterations to the City/County agreement.

## **SECTION VII. PARK OWNERSHIP.**

The park is owned jointly 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 consent of the other party.

## **SECTION VIII. LIGHTING**

In the original agreement entered into in 1986, the City and 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 recreation facilities will occur without the mutual agreement of the City and the County.

**SECTION IX. APPROVAL OF AGREEMENT.**

This agreement shall be effective when it has been signed by both jurisdictions, following the adoption of resolutions approved by majority votes of the City Council and Board of Supervisors.

**SECTION X. AMENDMENT OF AGREEMENT.**

This agreement can be amended with the mutual consent of the City Council and the County Board of Supervisors. If this agreement is not amended prior to June 30, 2012, it shall be extended for an additional 5 years from July 1, 2012 until June 30, 2017 using Weldon Cooper final population data for 2011 to determine funding shares for that extension period.

IN WITNESS WHEREOF the City Council has authorized the Mayor to sign this agreement by a resolution adopted June 4, 2007, and the Board of Supervisors has authorized its Chairman to sign it by resolution adopted June 6, 2007.

CITY OF CHARLOTTESVILLE

Attest:

*Yvonne Cop*  
Clerk of Council

By *Dave Elman*  
Mayor

COUNTY OF ALBEMARLE

Attest:

*Blaw Carey*  
Clerk of the Board

By *Kenneth C. Boyd*  
Chairman, Board of Supervisors