



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/04/2006

SUBJECT: APPROVE Resolution No. 06³¹ for the Reciprocal Use of Municipal Recreation Facilities and provision for Therapeutic Recreation Programs for Special Needs Children with Disabilities establishing a five year agreement between the City of Port Orange Parks & Recreation Department, the City of Daytona Beach Leisure Services Bureau and the City of Ormond Beach Department of Leisure Services to work together to provide a special needs summer camp.

DEPARTMENT: PARKS AND RECREATION

ATTACHMENTS: [] Ordinance [X] Resolution [] Budget Resolution

[] Other [] Support Documents/Contracts Available for Review in Manager's Office

RECOMMEND MOTION: To approve the Resolution No. 06³¹ for the Reciprocal Use of Municipal Recreation Facilities and Provision for Therapeutic Recreation Program for Special Needs Children with Disabilities establishing a five year agreement between the City of Port Orange Parks & Recreation Department; the City of Daytona Beach Leisure Services Bureau and the City of Ormond Beach Department of Leisure Services to work together to provide a special needs summer camp.

SUMMARY: This is the third year of our partnership to provide a Special Needs Summer Camp. We currently approve this partnership on an annual basis. We propose changing this agreement from one year to a five-year agreement.

Staff recommends approval of Resolution 06³¹ changing the renewal of the Agreement from one to five years.

DEPARTMENT HEAD Glen T. Walker

Date 3/24/2006

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

CITY ATTORNEY

Approved as to Form and Legality

Date 3-27-06

CITY MANAGER

Approved Agenda Item for:

4/4/06

COUNCIL ACTION: [] Approved s recommended [] Disapproved

[] Tabled Indefinitely [] Continued to Date Certain [] Approved with Modification:

RESOLUTION NO. 06-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITIES OF DAYTONA BEACH, ORMOND BEACH AND PORT ORANGE PROVIDING FOR THE RECIPROCAL USE OF MUNICIPAL RECREATION FACILITIES AND PROVISION FOR THERAPEUTIC RECREATION PROGRAM FOR SPECIAL NEEDS INDIVIDUALS WITH DISABILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an Interlocal Agreement for the Reciprocal Use of Municipal Recreation Facilities and Provision for Therapeutic Recreation Program for Special Needs Children with Disabilities dated April 21, 2004 was entered into among the cities of Daytona Beach, Ormond Beach and Port Orange; and

WHEREAS, the cities of Daytona Beach, Ormond Beach and Port Orange desire to enter into this Interlocal Agreement for a period of five years; and

WHEREAS, the City Council of the City of Port Orange deems it advisable and in the best interests of the City of Port Orange and its citizens to enter into said Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council hereby approves the Interlocal Agreement with Ormond Beach, Daytona Beach and Port Orange, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor and City Manager are hereby authorized to execute said Interlocal Agreement on behalf of the City of Port Orange.

Section 3. All resolutions or parts thereof in conflict herewith or contrary hereto are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this

resolution, or application hereto, if for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications hereof.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted this day of

Reviewed and Approved:



City Attorney

**INTERLOCAL AGREEMENT
FOR THE RECIPROCAL USE OF MUNICIPAL RECREATION FACILITIES AND
PROVISION FOR THERAPEUTIC RECREATION PROGRAM FOR SPECIAL NEEDS
CHILDREN WITH DISABILITIES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the City of Daytona Beach, the City of Ormond Beach, and the City of Port Orange, each a Florida municipal corporation (hereinafter "City", "Cities", "public agency(ies)", "user agency", or "owner", as the context so requires), who agree as follows:

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, permits any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each might exercise separately, and

WHEREAS, the acquisition, ownership, custody, operation, maintenance, lease, or sale of real or personal property is one of the permitted purposes of an interlocal agreement under the Florida Interlocal Cooperation Act of 1969, and

WHEREAS, the CITY of ORMOND BEACH, the CITY of DAYTONA BEACH, and the CITY of PORT ORANGE have in the past frequently made use of each other's facilities for recreational and other programs, to the mutual benefit of each such public agency, and

WHEREAS, in order to obviate the necessity of executing separate agreements each time a participating city desires to use one of the other city's facilities, all three cities deem it to be in their best interest and in the best interest of the people whom they serve to have one agreement in effect regarding the reciprocal use of their respective facilities in the future,

NOW THEREFORE, in consideration of mutual covenants hereinafter set forth, the said public agencies agree as follows:

1. That the City of Ormond Beach hereby grants the City of Daytona Beach Leisure Services Department and the City of Port Orange Parks & Recreation Department the privilege to use any of its facilities as set forth in Schedule "A", attached hereto and incorporated herein by reference, for joint recreation purposes including, but not limited to, use by residents of Daytona Beach and Port Orange registered in Therapeutic Recreation summer camp programs, subject to the terms and conditions set forth hereinafter.

2. That the City of Daytona Beach hereby grants the City of Ormond Beach Leisure Services Department and the City of Port Orange Parks & Recreation Department the privilege to use any of its facilities as set forth in Schedule "B", attached hereto and incorporated herein by reference, for joint recreation-related purposes including but not limited to, use by residents of the City of Ormond Beach or the City of Port Orange registered in Therapeutic Recreation summer camp programs, subject to the terms and conditions set forth hereinafter.

3. That the City of Port Orange hereby grants the City of Ormond Beach Leisure Services Department and the City of Daytona Beach Leisure Services Department the privilege to use any of its facilities as set forth in Schedule "C", attached hereto and incorporated herein by reference, for joint recreation-related purposes including but not limited to, use by residents of the City of Ormond Beach or the City of Daytona Beach registered in Therapeutic Recreation summer camp programs, subject to the terms and conditions set forth hereinafter.

4. That a request for the use of the listed facilities by one public agency to another public agency shall be communicated to the chief administrative officer of the agency, or his/her designee, as far in advance of the anticipated date of use as possible, and shall be approved or rejected by such officer or designee at his or her sole discretion.

5. That the parties hereto, by their chief administrative officers, may mutually agree to amend Schedules "A", "B" and "C" by the addition of other facilities or the deletion of listed facilities at any time during the term of this Agreement.

6. That upon approval of the request for use of a specified facility, the owner agency's chief administrative officer, or his/her designee, may establish a fee for the use of the facility by calculating the cost directly attributable to such use by the user agency. The owner agency agrees to invoice the user agency and the user agency shall pay the invoice within thirty (30) days of receipt thereof. In the event of any dispute arising out of any invoice, the chief administrative officers of both agencies, or their designees, shall meet and make every effort to resolve the matter in an amicable fashion. If the parties are unable to negotiate a resolution of the dispute, the decision of the chief administrative officer of the owner agency shall be final.

7. That each agency shall at all times maintain liability insurance in the amount of no less than \$100,000 per injury and \$200,000 per accident, or such higher limits as may be imposed by any future amendments to Section 768.28, Florida Statutes. Such insurance may be provided by a self-insurance reserve program.

8. Nothing in this agreement shall be deemed as a waiver of sovereign immunity of any of the parties beyond any statutorily-limited waiver which may have been adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

9. Within the sovereign immunity limits set forth in Section 768.28, *Florida Statutes*, the user agency shall assume all risk and liability to itself, its agents, assigns, or employees, and shall be responsible to fully defend, indemnify and hold the owner agency harmless from and against

any and all claims arising from or related to the use of the facilities by the user agency, and caused by the act or acts, negligence, or failure to exercise proper precautions of and by the user agency, its agents, assigns or employees while occupying, using or visiting the facilities and/or property of the owner agency. Each public agency agrees to provide the other with written notice of any claim subject to this provision, within ten (10) working days of its receipt, and to cooperate fully in the defense of any claim. Notice of claim shall be deemed to be given on the date of mailing thereof by US Mail, First Class delivery.

10. By entering into this agreement, the user agency is not undertaking to hold harmless, indemnify and/or defend the owner agency from and against any and all claims for any injury to person or damage to property resulting from the conduct of the owner agency, its agents, assigns, or employees for any loss, damage or expense resulting from any act or acts of negligence, or the failure to exercise proper precautions of and by the owner agency, its agents, assigns or employees.

11. That the user agency agrees to repair any of the owner agency's facilities or property which may become damaged as a direct result of use by the user agency. The user agency shall notify the owner agency immediately should any damage occur during use by the user agency. The owner agency shall notify the user agency, in writing, within five (5) days of the discovery of any damage allegedly caused by the user agency. Upon prior approval of the owner agency, repairs shall be made as expeditiously as possible by the user agency.

12. That this agreement shall become effective upon execution by all parties and shall remain in full force and effect for (5) years and may be extended for additional terms of five (5) years upon written approval of the parties. This agreement may be terminated by any of the parties,

with or without cause, thirty (30) days after a majority vote to so terminate by that party's governing body and written communication of that vote to the other public agencies.

13. That any notice required to be given by this agreement shall be directed to the following addresses:

CITY OF ORMOND BEACH	CITY OF DAYTONA BEACH	CITY OF PORT ORANGE
Office of the City Manager	Office of the City Manager	Office of the City Manager
22 Beach Street	P.O. Box 2451	1000 City Center Circle
Ormond Beach, FL 32174	Daytona Beach, FL 32115-2451	Port Orange, FL 32129

14. That in the event it becomes necessary to institute litigation to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and a reasonable attorney's fee, from the date of filing until the termination of the litigation.

15. That this Agreement shall be filed with the Clerk of Circuit Court in and for Volusia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have set their hands and seal the day and year first above written.

Witnesses:

CITY OF ORMOND BEACH

BY: _____
Fred Costello
Mayor

ATTEST: _____
Isaac D. Turner
City Manager

Witnesses:

CITY OF DAYTONA BEACH

BY: _____
Yvonne Scarlett-Golden
Mayor

ATTEST: _____

James Chisholm
City Manager

Witnesses:

CITY OF PORT ORANGE

BY: _____
Allen Green
Mayor

ATTEST: _____
Kenneth Parker
City Manager

RESOLUTION NO. 2005-

SCHEDULE "A" - CITY OF ORMOND BEACH PARKS & AMENITIES

PARK NAME	Cazebo	Rest Rooms	Playground	Family Picnic	Group Picnic	Picnic Pavilion	Outdoor Grill	Open Space	Outdoor Basketball	Outdoor Tennis	Outdoor Handball	Baseball	Soccer	Football/Soccer	Shuffleboard/Horseshoes	Walking/Jogging	Pedestrian/Bike Path	Fitness Stations	Boat Ramp	Canoe/Non-motor Boats	Fishing	Pier/Dock	Swimming	Concession	Community Center	Meeting Room	Gymnasium	Kitchen	Weight Room	Maintenance Yard	Parking	Special Feature/Artwork	PARK HOURS
Ames Park	X	X	X	X	X	X	X	X																								Sunrise to Sunset	
Boley Riveridge Gardens Park																																5:00am to midnight	
Birthplace of Speed Park																																Sunrise to Sunset	
Cassments																																varies	
Cassess Park (Riverfront)																																5:00am to midnight	
Central Park I																																Sunrise to Sunset	
Central Park II																																Sunrise to Sunset	
Central Park III																																Sunrise to Sunset	
Fortunado Park																																Sunrise to Sunset	
Memorial Gardens Park																																Sunrise to 10:00pm	
Nova Community Park																																Sunrise to Sunset	
O.R. Middle School Park																																Sunrise to Sunset	
O.S. Performing Arts Center																																Sunrise to Sunset	
Opticist Park																																Sunrise to Sunset	
Ormond Beach Sports Complex																																Sunrise to Sunset	
Ormond Beach Tennis Center																																Sunrise to Sunset	
Ormond Beach Art Museum																																varies	
Orsola School Park																																Sunrise to Sunset	
Riverland Nature Park																																Sunrise to Sunset	
Riviera Park																																Sunrise to 11:00pm	
Rockefeller Gardens Park																																6:00am to 10:00pm	
Sanchex Park																																Sunrise to Sunset	
Santer Citizen Center																																6:00am to 10:00pm	
So. Ormond Neighborhood Park																																6:00am to 10:00pm	
Tomoka State Park																																6:00am to 11:00pm	

L = Lighted
U = Unlighted

RESOLUTION NO. 2006-**SCHEDULE "B" – CITY OF DAYTONA BEACH PARKS & AMENITIES**

- **Bethune Point Park & Ball Fields** - 101 East Bellevue
- **Campbell Street Aquatics** - 313 School St.
- **Cedar Highlands Park** - 1601 Attucks Court
- **City Island Park** - 115 East Orange Ave.
- **City Island Recreation Center** - 110 E. Orange Ave.
- **City Island Senior Center** - 106 E. Orange Ave.
- **City Island Tennis Courts** - 115 E. Orange Ave.
- **Colin's Park** - 201 University Blvd.
- **Cypress Street Recreation Center (PAL)** - 925 George Ingram Blvd.
- **Daisy Stocking Park** - 550 Third Street
- **Derbyshire Recreation Complex** - 825 Derbyshire Rd.
- **Dickerson Center** - 308 S. Martin Luther King Blvd.
- **Garguilo Gymnastic Center** - 1101 N. Atlantic Ave.
- **Halifax Harbor Marina** - 450 Basin St.
- **Henry Lee Park*** - 701 Bellevue Ave.
- **James Huger Park** - 315 Pearl Street
- **Josie Queen Tot Lot*** - 337 Model Street
- **LPGA Golf Course** - 1030 Champions Drive
- **Leisure Services Administration Office** - 108 E. Orange Ave.
- **Lenox Playground*** - 825 Grandview Ave.
- **Live Oak Playground*** - 505 Live Oak Street
- **Longstreet Elementary School** - 2745 S. Peninsula Dr.
- **Municipal Stadium** - 337 LPGA Blvd.
- **Municipal Golf Course** - 600 Wilder Blvd.
- **Oceanfront Bandshell** - 800 Ora. St
- **Oceanfront Park** - 800 Orange Street
- **Ortona Elementary School** - 1265 N. Grandview Ave.
- **Ortona Playground*** - 1300 N. Halifax Dr.
- **Peabody Auditorium** - 600 Auditorium Blvd.
- **Peninsula Club (*Highlights*)** - 415 S. Peninsula
- **Pine Lake Mini Park*** - 100 Springwood Drive
- **Saxton, J.L. Riverfront Park** - 101 S. to 301 N. Beach Street
- **Schnebly Recreation Center** - 1101 N. Atlantic Ave.
- **Seabreeze Bridge Parks*** - East - Ballough Rd/West - Oakridge Ave.
- **Shangri-La Mini Park*** - 1647 Paradise Lane
- **Suburbia Playground*** - 700 Heineman Street
- **Turie T. Small Elementary School** - 800 South St.
- **Tuscawilla Park** - 1000 Orange Ave.
- **Westside Elementary** - 1210 Jimmy Ann Drive

RESOLUTION NO. 2006-**SCHEDULE "C" – CITY OF PORT ORANGE PARKS & AMENITIES**

Adult Activity Center 4790 South Ridgewood Ave. 5000 sq. ft. building, Open floor space, rest rooms, Kitchen, Offices, This facility houses the cities Program staff. Dances, classes, meetings, activities.

Airport Road Park 6751 Airport Road 25 acres, Playground, 8 lighted tennis Courts, 2 outdoor basketball courts, Restroom Facility, 2 soccer Fields, Picnic tables and benches

Allen Green Civic Center Offices, Meeting rooms, Auditorium, Kitchen, used for meetings, classes, special events and is also used as the Port Orange Pre-school program.

Buschman Park 4575 Spruce Creek Road Walking Path, Bridge, Pavillion, Lake, Parking, Picnic Facility

City Center Sports Complex – 4625 City Center Drive 2 lighted competition baseball/softball fields, 2 lighted soccer fields, 4 batting cages playground, restrooms, concession stand, picnic area.

Gamble House Taylor Road west of I-95 175 acres, fishing dock, Canoe launch, Scenic Trails

Golf Course at Cypress Head 6231 Palm Vista 18 hole municipal golf course, 6,800 yds, Clubhouse, Dining/banquet facilities, Lighted driving range

Kenneth W. Parker Performing Arts Center 2001 City Center Circle 5-acre site Performing stage, Spectator seating, Rest rooms, Facility can be reserved for a fee.

Memorial Park 3801 Jackson St. (10-acre Passive Park) Boardwalk/Fishing piers, Park benches and picnic tables, 7/10 mile lighted walkway around a lake. Pets are welcome.

Port Orange Causeway Park – 93 Dunlawton Ave. (30 acre Passive Park) 7 boat ramps, 3 fishing piers, Picnic tables with grills, Covered pavilions, Restrooms Vehicle with boat trailer parking lot.

Port Orange Gymnasium 4655 City Center Circle 20,000 sq. ft. building 2 indoor a/c basketball courts, Rest rooms, Snack machines, houses Parks and Recreation administration staff. Open for public use.

Port Orange Y.M.C.A. 4701 City Center Parkway 30,000 sq. ft. building 2 a/c basketball court, 4 indoor racquetball courts, locker rooms, weight/nautilus room, heated swimming pool, steam room, sauna.

Riverside Pavilion Park – 3431 S. Ridgewood Ave. (5 acre Passive Park) Fishing pier, Children's Playground, Picnic tables. Fishing pier on the river and picnic areas.

Senior Center 3738 Halifax Drive 2600 sq. ft a/c building Open floor space Rest rooms, Kitchen

Skate Park 4655 City Center Circle 1 acre - scooters, skateboards, rollerblades and BMX bikes

Southwinds Soccer Complex 4790 South Ridgewood Ave. 5000 sq. ft. building, 2 soccer fields

Spruce Creek Recreational Facility – 5959 S. Spruce Creed R. 40 acres 2 lighted tennis, 6 baseball/softball, fields, playground, concession, restrooms, Picnic areas

White Place Park – 210 White Place 5-acre 1-lighted ball field, playground, 2 lighted tennis courts, Multi-purpose field, picnic tables/grill, 2 lighted bocce ball courts, 4 lighted shuffleboard courts, Horseshoe pits.

Willow Run Park – 1351 School House Drive (10-acre Active Park) 2 baseball fields, multi-purpose fields, playground, 2 lighted tennis courts, restrooms, covered picnic areas, 8 lighted basketball courts.