

Interlocal Agreement Between the City of Venice and Sarasota County Regarding Parks and Recreation Services

To: Ed Lavallee, Dave Persson, Lori Stelzer

From: John Holic

January 10, 2018

Agenda item for January 23, 2018 City Council meeting

On November 28, 2017, The Board of County Commissioners (BCC) voted to unilaterally terminate the interlocal agreement (agreement) regarding parks with the City of Venice (COV) effective September 30, 2018. Although the agreement allows termination by either party for cause, the BCC voted to terminate the agreement without stating a cause that was attributable to the COV and one which the COV could take action to cure.

As the agreement involves regional parks and recreation areas that lie within the COV city limits, but serve an area much wider than the city limits, the agreement resolved a dual taxation law suit filed almost 30 years ago. Sarasota County (SC) and the COV have enjoyed many years of cooperative effort in serving a large region of SC with sports fields and recreation areas. Throughout this time, the COV has contributed not only land, but many COV taxpayer dollars to the regional parks.

The purpose of this memo is to request council direct staff to compose a formal letter to inform the BCC that, even if the termination is somehow legal, the COV does not have funds to commit to take over the parks listed in the agreement effective October 1, 2018, nor is there sufficient time to hire the necessary staff and purchase equipment to maintain the regional parks on our own.

Further, all contracts with sports teams and entertainment companies are between SC and those teams or companies. The COV does not have any contracts with teams or companies using those parks, nor do we have the necessary

software and personnel to establish those contracts. The formal letter to the BCC should ask SC to inform all those covered by contracts between SC and the respective team or organization that those contracts are terminated by SC effective October 1, 2018, and give that team or organization instructions as to where they may play or gather as an alternative location.

And finally, SC has some contracts that state some of the buildings erected in select parks listed in the agreement revert to the county in the event the specific sport is no longer occupying the fields listed in the agreement. SC should remove those structures from the COV fields as soon as practical, but no later than December 31, 2018.

I am guessing it will take at least two years to repurpose some of the fields involved in this agreement and to establish an equitable system of recouping expenses from non COV users. Our letter to the BCC should be clear on this as well; when SC ran the fields in the agreement, it was with the understanding that COV residents pay county taxes at the same rate as someone living in unincorporated SC. We were happy to share city land with all county residents and thought we would do so for many years to come. With the unilateral termination of the agreement, we will have to take the time necessary to find out what we are going to do with the various parks.