

Rational for requesting letter to Sarasota Commission regarding unilateral cancelling of parks interlocal agreement

1. The City of Venice has an adopted strategic plan. That plan did not even mention elimination of a parks interlocal agreement or negotiation for a new parks interlocal agreement. We must move slowly on items that change our strategic plan.
2. It is our legal opinion that the termination of the agreement was improper and until that is resolved; negotiations on change will be very strained.
3. If a request to re-negotiate the interlocal agreement would have been made instead of a termination of the agreement, we would not be in a situation where our feet are being held to the fire for something we did not request; our request was to put the topic on the joint meeting agenda for discussion.
4. Like it or not, we are in an ultimatum situation. Either rewrite the interlocal agreement to the specifications of the county, or the agreement is terminated. The written verbiage from the county leaves no alternative, no cause that we can cure no room for extension, no room for modification. Unlike a negotiated compromise on the existing contract, the current situation requires resolution prior to September 30, 2018, a little more than 8 months away, or the agreement is terminated and the county can walk away.
5. We are just starting our budget and strategic planning process for fiscal 2019 and the county has demanded, through termination of the agreement, that we stop planning on how to run our city and prioritize our resources to a rewrite of the interlocal agreement. We have to develop a new interlocal agreement and determine both present and future cost of the agreement all in 8 months. There has only been 1 meeting in the first 2 months since termination and we do not know the physical or financial impacts of what has been imposed.
6. We are just starting to see the benefits of a long term plan to make the city financially viable. The police and fire pensions are getting healthy and the ARC is projected to go down in the near future. We have a great deal of work to do on the fire fee and capital improvement program; this illegal termination of an interlocal agreement is a time consuming distraction from the important operating facets of the city.
7. We have a poor track record of obtaining information from the county. A couple of cases from the past:

First, the request for information on EMS to see if it would be profitable, or at least break even for the city to be the authority for EMS. After one set of informational questions submitted by

me, the county refused to provide any further information and required that any further questions be submitted through the City Manager only after city council voted on whether or not the questions should be submitted. This was after city council had already authorized me to go to the county and gather information. As a final method to assure we would fail if we took over EMS, the county started reviewing boundaries of the current ambulance runs with the objective being to remove as many high priced homes (being charged .66 mils) from the Venice territory as possible.

Another is our seeking of a parcel of land nearer the dump to relocate solid waste. I don't know how many times Ed has requested information on that parcel of land only to be ignored. We are rapidly coming up on the time to relocate solid waste and still don't have a site.

The last example is our most recent request to have someone come to the next council meeting to update us on shelters. We asked this as we knew all 7 members would be present. The request was denied with the rationale being there is an elected official meeting scheduled for February 9, I don't know what time or the location, but we have supposedly been invited. I know I might not be there as I have other things on my calendar that may conflict.

Finally, we have a poor track record with negotiating with the county. A few examples of that are:

First, the 18+ month negotiation with the county for Fire Department consolidation figures ended in a complete disaster. The county never showed support for accuracy and was reluctant to provide figures, as a matter of fact, the county showed no support for anything and actually threw up road blocks to any progress, like their insistence that we amend our charter before we obtained any firm figures. I asked at least 6 times where the \$4 ½ million came from and did not get an answer. Finally, at our joint meeting 2 years ago I asked if that figure came from the list of depreciated assets and the answer was affirmative. That list of depreciated assets included over \$2 million of out of service or non-transferring assets.

Next, it was also at the joint meeting 2 years ago that we started negotiating on the use of some of our park impact fees only to find out the county now called them the county impact fees and even removed the word Venice from our account name. Instead of having meaningful negotiations, it turned into a fight to maintain ownership of what was rightfully ours.

Another is Mr. Lavalley's request to the county to interpret the \$5,000.00 per year per park for capital repair as an annual \$60,000.00 per year capital improvement contribution to be used either singularly on each of the 12 covered parks or combined up to a maximum of \$60,000.00 to be used in one park. That was denied by county staff without even the courtesy of a hearing by the BCC.

The last example is our repeated attempts to even talk about a CRA. At the joint meeting I again proposed updating our letter of necessity as the original author of the existing letter was the chair of the BCC. Instead of support for working on a project that affected both the county and the city, the chair of the BCC said the Seaboard area was doing fine on its own and didn't need help. He said times were different and beside the CRA in Sarasota gave the county problems.

Past history shows negotiations and requests with a preponderance of occurrences where the city really came out on the short end. We had an interlocal agreement that was to last until 2026 and was signed in good faith by both governments and was unilaterally terminated by the county without the courtesy of discussion or even the disclosure of rationale. A termination that may not even be legal. How can we enter into negotiations in good faith with an organization that does not honor previous agreements entered into in good faith? To come to us and ask to open discussions on the interlocal agreement is totally different than terminating the agreement. I do not think we should be negotiating with a ticking time bomb in the room. We need to find out what the problem is and if it is something to which we should devote resources. Until we can be respected as equals, the negotiations on this agreement should be limited to the legality of the termination of the agreement and we must let the BCC know the ramifications of what they did. I have given a copy of the agenda submittal to Chair Detert and County Administrator Lewis at the Council of Governments on Thursday 1/11/18 as I did not want them to be surprised by our discussing this topic like they tend to surprise us. Both county representatives left the meeting immediately at the end of general discussions so I could not ask them if they would like to talk about this before it was submitted. To the best of my knowledge, neither has called to discuss it since the COG meeting, at least neither has called me.