

FIRST AMENDMENT
TO
LOCALLY FUNDED AGREEMENT
FOR USE OF PARK IMPACT FEES
BETWEEN
SARASOTA COUNTY, FLORIDA,
AND THE
CITY OF VENICE
FOR
NORTHEAST VENICE PARK

This First Amendment (“First Amendment”) to Locally Funded Agreement for Use of Park Impact Fees for the Design and Construction of the New Public Park in Northeast Venice (Contract No. 2023-072) (the “Agreement”) is made and entered into as of the date of execution by both parties, by and between Sarasota County, Florida, a political subdivision of the State of Florida (herein referred to as the "County") and the City of Venice, a municipal corporation of the State of Florida (herein referred to as the "City") (collectively the City and the County shall be referred to as the “Parties”).

WITNESSETH

WHEREAS, the County and City entered into a Park Impact Fee Interlocal Agreement, County Contract No. 90-447, under which the City collects County-imposed park impact fees from new residential development within the City; and

WHEREAS, under the terms of Contract No. 90-447, the park impact fees collected by the City must be used exclusively for developing park facility projects within the City of Venice Park Facility Service District or an abutting Service District; and

WHEREAS, the City owns the property located at 3560 Laurel Road, Venice, which contains a public park known as Northeast Venice Park; and

WHEREAS, based on cooperative planning discussions, the City requested the use of County Park Impact Fees collected within the City of Venice Park Facility Service District for the design and construction of a new park at Northeast Venice Park, including public amenities such as restrooms, parking area, walking trails, playground and fitness areas, pickleball courts, dog park, and picnic shelters (the “Project”); and

WHEREAS, the County has included the design and construction of the Project in its FY2023-2027 Capital Improvement Program as Project 93114; and

WHEREAS, the County has already provided the City with an aggregate amount of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) towards the construction of the Project pursuant to the terms of the Agreement; and

WHEREAS, the actual cost of the Project was higher than anticipated at the time the Parties entered into the Agreement; and

WHEREAS, funds collected pursuant to Contract No. 90-447 are presently available for the increase in cost of the construction of the Project; and

WHEREAS, the County and the City desire to enter into this First Amendment to increase the County's contribution by an additional Three Million Six Hundred Thousand and 00/100 Dollars (\$3,600,000.00) to cover the increased cost; and

WHEREAS, the City has assured the County that the Project will be completed by September 30, 2026; and

WHEREAS, the County and the City desire to amend the Agreement to increase the funds that the County shall provide to the City for the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and City agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Section 2 of the Agreement is hereby amended to further include the following:

Subject to the terms and conditions of this Agreement, the County agrees that it previously furnished the City with the First Lump Sum Deposit in the amount of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) within sixty (60) calendar days of the execution of the Agreement and it will furnish the City with a second aggregate sum deposit (the "Second Lump Sum Deposit") in the amount of Three Million Six Hundred Thousand and 00/100 Dollars (\$3,600,000.00) within sixty (60) calendar days of the execution of the First Amendment to the Agreement. The First Lump Sum Deposit and the Second Lump Sum Deposit, taken together, are hereinafter collectively referred to as the "Lump Sum Deposit".

3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date last below written this _____ day of _____, 2024.

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FL

By: _____
Chair

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court
Ex-Officio Clerk of the Board of County
Commissioners, Sarasota County, Florida

By: _____
Deputy Clerk

Approved as to form and correctness:

By: _____
County Attorney

City of Venice

The City of Venice, Florida, a municipal corporation of the State of Florida, acting by and through its City Council, with a quorum present and voting, did approve this Agreement on the ____ day of _____, 2024.

CITY OF VENICE

By: _____
Nick Pachota, Mayor

ATTEST:

By: _____
Kelly Michaels, City Clerk

Approved as to form and correctness:

By: _____
Kelly Fernandez, City Attorney