

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

This First Amendment to the Locally Funded Agreement for the construction of Venezia Park ("Amendment") 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 450 Nassau Street, Venice which contains a public park known as Venezia Park; and

WHEREAS, based on cooperative planning discussions, the City has requested the use of County Park Impact Fees collected within the City of Venice Park Facility Service District for the construction of certain improvements within Venezia Park; and

WHEREAS, the County has included the construction of certain improvements to Venezia Park project (the "Project") in the FY2020-2024 Capital Improvement Program as Project 93107; and

WHEREAS, the County has already provided the City with an aggregate amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) toward the design of Venezia Park pursuant to a Locally Funded Agreement between the County and the City (Contract No. 2020-129); and

WHEREAS, the County has already provided the City with an aggregate amount of One Hundred and Fifty Thousand and 00/100 Dollars (\$150,000.00) towards the construction of Venezia Park pursuant to a Locally Funded Agreement between the County and the City (Contract No. 2021-121); and

WHEREAS, the actual cost of the construction of Venezia Park pursuant to Contract No. 2021-121 was higher than anticipated; and

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

WHEREAS, the County and the City desire to enter into this Amendment to increase the County's contribution by an additional \$58,500.00 to cover the increased cost of construction.

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 1 of the Agreement is hereby amended to add an additional paragraph that increases the funding as follows:

In addition to the funding provided above and subject to the terms and conditions set forth herein, the County agrees that it will furnish the City with an additional aggregate contribution (the "Contribution") in the amount of Fifty-Eight Thousand and Five Hundred 00/100 Dollars (\$58,500.00) within sixty (60) calendar days of the execution of this First Amendment to the Agreement ("First Amendment"). The initial Lump Sum Payment and this Contribution shall be referred to as the "Total Project Contribution" in this Amendment.

3. The Contribution shall be made to the City and mailed as follows:

City of Venice
Finance Department
401 West Venice Avenue
Venice, FL 34285

A copy shall be sent to:

Kathleen Weeden, P.E., City Engineer
City of Venice
401 West Venice Avenue
Venice, FL 34285

4. Failure of the County to timely provide said Contribution shall cause this First Amendment to be void.
5. The Contribution shall be used by the City solely toward the cost of construction of Venezia Park as described in the request from the City of Venice dated June 21, 2021.

6. The City acknowledges and agrees that the Contribution provided by the County under this First Amendment shall be spent only on the construction of Venezia Park, including reasonable and customary costs associated with construction.

7. In the event that the final Project costs are less than the Total Project Contribution, the City shall refund the amount by which the Contribution exceeds those costs. The failure of the County to request the refund from the City shall not relieve the City from its obligation to refund the amount determined on final accounting. Nothing in this First Amendment shall be construed to require the County to commit any additional funding to this Project.

8. Except as specifically modified herein, all other terms and conditions set forth in the original 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 _____, 2021.

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FL

By: _____
Chairman

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 Commission, with a quorum present and voting, did approve this First Amendment on the ____ day of _____, 2021.

CITY OF VENICE

By: _____
Ron Feinsod, Mayor

ATTEST:

By: _____
Lori Stelzer, City Clerk

Approved as to form and correctness:

By: _____
City Attorney