

SECOND AMENDMENT  
TO  
LOCALLY FUNDED AGREEMENT  
FOR USE OF PARK IMPACT FEES  
BETWEEN SARASOTA COUNTY, FLORIDA,  
AND THE  
CITY OF VENICE  
FOR IMPROVEMENTS AT LEGACY PARK

This Second Amendment, is made and entered into as the date of execution by both Sarasota County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the City of Venice, a municipal corporation of the State of Florida (hereinafter referred to as the "City") (collectively the City and the County shall be referred to as the "Parties") to the Locally Funded Agreement for Use of Park Impact Fees for Construction of Legacy Park, Contract 2015-176 (the "Agreement").

WITNESSETH

WHEREAS, the County has included improvements to the Legacy Park (referred to as "CIP Project No. 93092") in its Fiscal Year 2017 - 2021 Capital Improvement Program; and

WHEREAS, the County has already provided the City with an aggregate amount of One Million Seven Hundred Thirty Two Thousand Seven Hundred Twenty One and 00/100 Dollars (\$1,732,721.00) toward the completion of the Legacy Park improvements pursuant to three Locally Funded Agreements between the County and the City, respectively Contracts No. 2012-434, 2015-176, and 2016-263 (First Amendment to the Agreement); and

WHEREAS, said funding was insufficient for the City to fully complete the improvements to the Legacy Park as described in those prior agreements; and

WHEREAS, the City was awarded a Fifty Thousand and 00/100 Dollars (\$50,000.00) Florida Recreation Development Assistance Program (FRDAP) matching grant for the railroad-themed playground which is in accordance with a plan that was mutually developed between the respective City and County staffs and as shown on plans prepared for the City by DMK Associates dated March 20, 2015; and

WHEREAS, the City has requested and the County hereby agrees, subject to the terms and conditions set forth herein, to amend the Agreement to provide the City with an additional Eighty Five Thousand and 00/100 Dollars (\$85,000.00) in park impact fees collected within the City of Venice Park Facility Service District toward the costs of the playground and demonstration garden at Legacy Park.

WHEREAS, the playground and demonstration garden are necessary components of the Legacy Park Project that will increase the capacity of the park system throughout Sarasota County; and

WHEREAS, the County is now operating and maintaining the Legacy Park.

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 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 lump sum deposit (the "Lump Sum Deposit") in the amount of Eighty Five Thousand and 00/100 Dollars (\$85,000.00) within thirty (30) calendar days of the full execution of this Second Amendment.

3. Construction activities for the Project associated with this Second Amendment must be completed by September 30, 2017, unless a written notice of Project extension is provided to the County prior to that date. The Director of Sarasota County Park, Recreation and Natural Resources is authorized to approve extensions.
4. Except as specifically modified herein, all other terms and conditions set forth in the original Agreement shall remain in full force and effect.
5. Nothing in this Second Amendment shall be construed to require the County to commit any additional funding to this Project.

6. Dispute Resolution. In the event of a dispute between the City and County under this Second Amendment, the City Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator. The decision of the City Manager and County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, the matter shall be referred to the respective Commissions to be resolved in a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

7. This Second Amendment is solely for the benefit of the parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Second Amendment either express or implied is intended or shall be construed to confer upon or give any contractor, bidder, or other vendor, or any of their officers or employees, or any other person, corporation or governmental entity other than the Parties themselves, any right, remedy, or claim under or by reason of this Second Amendment.

8. If any term, condition, or covenant of this Second Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Amendment shall be valid and binding on each party.

9. Any notices provided under the terms of this Second Amendment shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

City's Representative:

Name: Kathleen Weeden

Title: City Engineer

Address: 401 W. Venice Avenue  
Venice, FL 34285

Telephone: 941-882-7409

E-mail: kweeden@venicegov.com

County's Representative:

Name: Carolyn Brown

Title: Director

Address: 1660 Ringling Blvd.  
5th Floor  
Sarasota, FL 34236

Telephone: 941-861-5483

E-Mail: cnbrown@scgov.net

Any change in representatives will be promptly communicated by the party making the change.

[REMAINDER OF PAGE INTENTIONALLY BLANK.]

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as of the date last below written.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2016, as to the County.

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 Council, with a quorum present and voting, did approve this Second Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

CITY OF VENICE

By: \_\_\_\_\_  
Lori Stelzer, City Clerk

By: \_\_\_\_\_  
John Holic, Mayor

Approved as to form and correctness:

By: \_\_\_\_\_  
David Persson, City Attorney