

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

FILED FOR THE RECORD
2016 APR 28 PM 2:24
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

This First Amendment to the Locally Funded Agreement for Use of Park Impact Fees for Construction of Legacy Park, Contract 2015-176 (the "Agreement"), is made and entered into as of 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").

WITNESSETH

WHEREAS, the County has included improvements to the Legacy Park (referred to as "CIP Project No. 93046") in its Fiscal Year 2016 - 2020 Capital Improvement Program; and

WHEREAS, the County has already provided the City with an aggregate amount of One Million Six Hundred Eighty-Six Thousand and 00/100 Dollars (\$1,686,000.00) toward the completion of the Legacy Park improvements pursuant to two Locally Funded Agreements between the County and the City, respectively Contracts No. 2012-434 and 2015-176; and

WHEREAS, said funding was insufficient for the City to fully complete the improvements to the Legacy Park; and

WHEREAS, the City utilized City funds rather than County-provided funds to provide additional landscaping and permanent irrigation in accordance with a plan that was mutually developed between the respective City and County staffs; 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 Forty-Six Thousand Seven Hundred Twenty-One and 00/100 Dollars (\$46,721.00) in park impact fees collected within the City of Venice Park Facility Service District toward the costs incurred by the City for additional landscaping and permanent irrigation at Legacy Park; and

WHEREAS, the additional landscaping and permanent irrigation have been completed and are a necessary component 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 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 lump sum deposit (the "Lump Sum Deposit") in the amount of Forty-Six Thousand Seven Hundred Twenty-One and 00/100 Dollars (\$46,721.00) within thirty (30) calendar days of the full execution of this First Amendment to the Agreement ("First Amendment").

3. Except as specifically modified herein, all other terms and conditions set forth in the original Agreement shall remain in full force and effect.

4. Nothing in this First Amendment shall be construed to require the County to commit any additional funding to this Project.

5. **Dispute Resolution.** In the event of a dispute between the City and County under this First 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.

6. This First 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 First 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 First Amendment.

7. If any term, condition, or covenant of this First 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.

8. Any notices provided under the terms of this First 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 First Amendment as of the date last below written.

Approved this 27th day of April 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

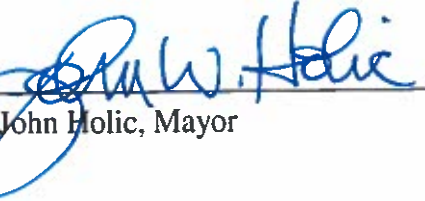
CITY OF VENICE

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 First Amendment on the 26th day of April, 2016.

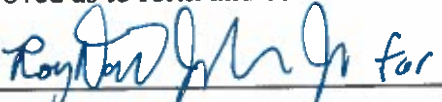
ATTEST:

CITY OF VENICE

By: 
Lori Stelzer, City Clerk

By: 
John Holic, Mayor

Approved as to form and correctness:

By:  for
David Persson, City Attorney

Approved By City Council

Date: 4/26/16