

**AMENDMENT NO. 1**  
**TO COUNTY CONTRACT NO. 2017-240** BCC APPROVED 7-9-19

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **Friends of the Legacy Trail, Inc.**, a Florida non-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "**FLT**."

**WITNESSETH**

**WHEREAS**, the County and FLT entered into County Contract No. 2017-240 ("Agreement") to provide for various aspects of FLT's support, promotion and protection of a County trail system known as the Legacy Trail, which was made and entered into on July 11, 2017; and

**WHEREAS**, the parties now wish to amend the Agreement.

**NOW THEREFORE**, the County and FLT, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Section 8.5 of the Agreement is replaced in its entirety as provided below:

"FLT may operate revenue generating services at a mutually agreed location along the Legacy Trail subject to PRNR written approval and adherence to Section 16 as noted herein, provided that revenue received from these services is used to support the administrative operations of FLT and programs and projects of TLT. It is understood that individuals performing the tasks associated with operating revenue generating services are performing such activities on behalf of FLT and are not considered volunteers of the County. Accordingly, FLT accepts all associated risks, responsibilities and liabilities for these activities and the County will not be responsible for loss or damage to any equipment, supplies or property associated with these services. If FLT elects to use third parties for these services, third parties will be required to satisfy insurance requirements in Exhibit A and indemnification requirements in Section 21. Subject to availability, PRNR will provide space and reasonable utility services for these activities at no cost to FLT. A clear accounting of revenues and expenses associated with these services shall be submitted to PRNR annually for review."

3. Section 11.1 is hereby replaced in its entirety as provided below:

Events – Financial or in-kind support for an event organized by FLT or PRNR.

4. Section 24.1, titled Governing Law, is hereby replaced in its entirety as provided below:

This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida. Any legal proceedings concerning this Agreement shall be brought and maintained solely in Sarasota County, Florida. Each of the Parties irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated herein.

5. FLT shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between FLT and any County Commissioner or regulatory agency relating to this Agreement.
6. 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 Amendment as of the last date written below.

WITNESS:

Friends of the Legacy Trail, Inc., a Florida non-profit corporation:

Signed By: *Darryl Lang*

Signed By: *Louis W Kosiba*

Print Name: Darryl Lang

Print Name: LOUIS W KOSIBA

Title: PRESIDENT

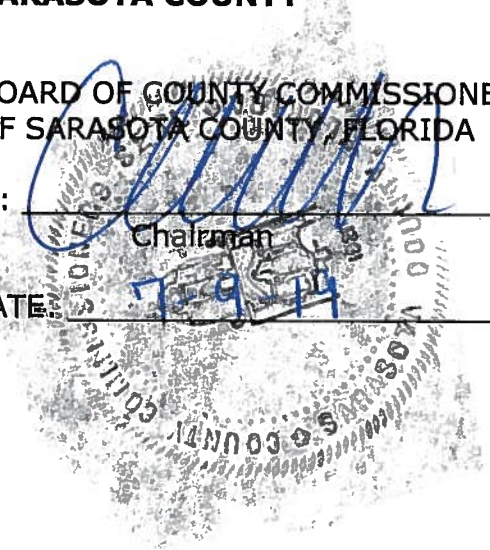
Date: June 12, 2019

**SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

BY: *[Signature]*  
Chairman

DATE: 7-9-19



Approved as to form and correctness:

BY: *FJ EOOmt*  
COUNTY ATTORNEY