

**AMENDMENT NO. 2
TO COUNTY CONTRACT NO. 2017-240**

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, hereinafter referred to as "**FLT**."

WITNESSETH

WHEREAS, the County and FLT entered into County Contract No. 2017 - 240 ("Agreement") to improve, maintain, and enhance the natural beauty and family-friendly environment of The Legacy Trail by working toward mutual goals and leveraging scarce resources to achieve those goals, effective July 17, 2017; and

WHEREAS, the parties now wish to amend the Agreement.

NOW THEREFORE, the County and the 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. The term of the Agreement is hereby renewed for a period of five (5) years, effective July 11, 2022 through July 10, 2027.
3. The §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or Friends is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

- 4. IF FLT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FRIENDS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

5. FLT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Friends offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
6. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left blank intentionally.]

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

Friends of the Legacy Trail Inc.:

Signed By: 

Print Name: LOUIS W KOSIBA

Date: _____

Title: Sole Proprietor President CEO VP
 General Partner LLC Auth. Member/Manager
 Other _____ (attach proof of authority)

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

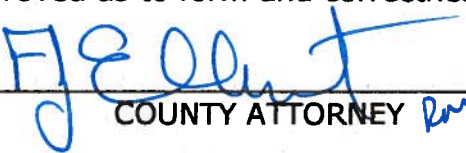
BY: 

Jonathan R. Lewis,
County Administrator

DATE: 7/6/22

*Executed by the County Administrator
Pursuant to Sarasota County Resolution
No. 2016-056*

Approved as to form and correctness:

BY: 
COUNTY ATTORNEY *pm*