

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
CITY OF GAINESVILLE for
EMERGENCY SHELTER SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 2015, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (County), and the City of Gainesville, a municipal corporation (City).

WITNESSETH

WHEREAS, the parties previously entered into an Interlocal Agreement dated October 1, 2011, to support non-profit organizations in the operations of emergency shelter services for the purpose of providing assistance to homeless individuals during periods of cold weather or other emergencies caused by extraordinary circumstances that threaten the physical health and/or welfare of homeless persons; and

WHEREAS, the parties entered into an Amendment to the Interlocal Agreement dated September 24, 2013 (the "First Amendment") to amend the term, duties of the City and duties of the County; and

WHEREAS, the parties entered into a Second Amendment to the Interlocal Agreement to provide additional funding for FY 2013 – 14 (the "Second Amendment").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree to amend the Agreement as follows:

Section 1 of the Agreement, Term, is amended to extend the term through September 30, 2015.

Section 2 of the Agreement, Duties of the County, is amended to read as follows:

The County shall have and perform the following duties, obligations and responsibilities: Provide the City \$25,000 from its FY2011-2012 budget within 30 days of the execution of this Agreement by both parties; \$25,000 from its FY2012-2013 budget by October 31, 2012; \$25,000 from its FY 2013-2014 budget by October 31, 2013 and an additional \$3,733.37 within 30 days of the execution of this Amendment to the Agreement by both parties, for a total of \$28,733.37 from its FY 2013-2014 budget; and an additional \$25,000 from its FY2014-2015 budget by October 31, 2014.

Section 3b of the Agreement, Duties of the City, is amended to read as follows:

- b. Contribute \$25,000 from its FY2011-2012 budget, \$25,000 from its FY2012-2013 budget, \$25,000 from its FY 2013-2014 budget and an additional \$3,733.38 for a total of \$28,733.38 from its FY 2013-2014 budget; and an additional \$25,000 from its FY2014-2015 budget.

Section 5 of the Agreement, Financial Closeout Reports, is amended to read as follows:

The City shall provide the County with four financial close out reports. Those reports shall include documentation of the City's expenditures of both City and County funds for emergency shelter services for each Fiscal Year. Additionally, the reports shall describe with reasonable particularity services rendered, the dates thereof, and the agencies or organizations rendering such service. The first financial close out report shall be for the 2011-2012 Fiscal Year and shall be submitted to the County by October 31, 2012. The second financial close out report shall be for the 2012-2013 Fiscal Year and shall be submitted to the County by October 31, 2013. The third financial close out report shall be for the 2013-2014 Fiscal Year and shall be submitted to the County by October 31, 2014. The fourth financial close out report shall be for the 2014-2015 Fiscal Year and shall be submitted to the County by October 31, 2015.

Section 7 of the Agreement, Notice, is amended to read as follows:

Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the City and County representatives are:

County: Lee Niblock, Alachua County Manager
12 SE 1st Street
Gainesville, FL 32601

City: Russ Blackburn, City of Gainesville Manager
P O Box 490, Station 6
200 East University Avenue
Gainesville, FL 32627

A copy of any notice, request or approval to the County must also be sent to:

J.K. Irby	and	Administrative Services—Purchasing
Clerk of the Court		Alachua County
Post Office Box 939		12 SE 1 st Street
Gainesville, FL 32602		Gainesville, FL 32601
ATTN: Finance and Accounting		Attn: Contracts

This Amendment shall take effect upon the date of execution by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Interlocal Agreement dated October 1, 2011, the First Amendment and the Second Amendment, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Mike Byerly, Chair
Board of County Commissioners

APPROVED AS TO FORM:

Alachua County Attorney's Office

CITY OF GAINESVILLE

By: Ed B. Braddy
Edward B. Braddy, Mayor
City of Gainesville

APPROVED AS TO
FORM AND LEGALITY:

City Attorney

ATTEST: [Signature]
Clerk of the Commission



APPROVED AS TO FORM AND LEGALITY
By: [Signature] 11/7/15
Sean M. McDermott
Assistant City Attorney II
City of Gainesville, Florida