

**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 \_\_\_\_\_, 2014, 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.

**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”); and

**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; and an additional \$25,000 from its FY 2013-2014 budget by October 31, 2013 and an additional \$3,733.37 by October 31, 2014 for a total of \$28,733.37 from its FY 2013-2014 budget to cover additional program expenditures; and an additional \$25,000 from its FY2014-2015 budget by October 31, 2014.

**Subsection b. of Section 3. 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 to cover additional program expenditures; 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 ~~three~~ 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.

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

J.K. Irby  
Clerk of the Court  
Post Office Box 939  
Gainesville, FL 32602  
ATTN: Finance and Accounting

and Administrative Services - Purchasing  
Alachua County  
~~105 SE 1<sup>st</sup> Ave., #6~~ 12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
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 between the parties, 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**

ATTEST: \_\_\_\_\_  
Clerk of the Commission

By: \_\_\_\_\_  
Edward B. Braddy, Mayor  
City of Gainesville

APPROVED AS TO  
FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney