

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF GAINESVILLE FOR
TOURISM PRODUCT DEVELOPMENT PROGRAM**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, A.D., 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, hereinafter referred to as "County", and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal agreement dated September 25, 2012 that provides for the City to administer the Tourism Product Development Program; and,

WHEREAS, the parties previously entered into the First Amendment to the Agreement on November 18, 2014;

NOW, THEREFORE, the parties hereby agree to amend the September 25, 2012 interlocal agreement as follows:

Section 1, Term – This agreement shall commence on June 1, 2015 and continue through September 30, 2017 unless terminated as provided herein. The parties may extend the term of this agreement through an amendment approved by both parties.

Section 2.4, under the heading Duties of the City, is hereby deleted in its entirety.

Section 2.5, Duties of the City is hereby replaced in its entirety as follows;

2.5. For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended or encumbered as of September 30. The City shall return such monies by April 15 of the following year except for unexpended monies designated for the "New Programs" and "Administration" sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract expires or the contract is terminated as stated herein. In the instance, after the awarding of grants to applicants, that funds remain in the "Programming and Events" category as described in Exhibit A, said funds may be appropriated to the "New Programs" category by written consent of the Visit Gainesville Director.

Section 5, Notice is hereby replaced in its entirety as follows:

5. Notice. 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 representatives of the County and the City are:

County: Dr. Lee A. Niblock
County Manager
P.O. Box 2877
Gainesville, FL 32602

City: Russ Blackburn
City Manager
P.O. Box 490
Gainesville, FL 32627-0490

Section 6.2, under the heading Default and Termination, is hereby replaced in its entirety as follows:

6.2. Either party may terminate the Agreement without cause by providing written notice to the other party. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, City will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the City in performing this Agreement, whether completed or in process. In the event of such termination for convenience, City's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but City shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.”

This Amendment will take effect upon signature by the parties hereto,

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the agreement between the parties, dated September 25, 2012 shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

By: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: _____

By: _____
Edward Braddy
Mayor
Date: _____

ATTEST

J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

Alachua County Attorney's Office

City of Gainesville Attorney's Office