

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

THIS AMENDMENT is made and entered into this _____ day of _____, 2013, 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.

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 ~~of the Agreement~~ through September 30, 2014.

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; ~~and an additional \$25,000 from its FY 2012-2013 budget by October 31, 2012~~ and an additional \$25,000 from its 2013-2014 budget by October 31, 2013.

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

Contribute \$25,000 from its FY 2011-2012 budget, ~~and an additional \$25,000 from its FY 2012-2013 budget~~ and an additional \$25,000 from its FY 2013-2014 budget.

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

The City shall provide the County with ~~three~~ two 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.

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: Betty M. Baker ~~Richard A. Drummond~~, Acting 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	Office of Management and Budget
Clerk of the Court		Alachua County
Post Office Box 939		105 SE 1 st Ave., #6
Gainesville, FL 32602		Gainesville, FL 32601
ATTN: Finance and Accounting		

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, 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

APPROVED AS TO FORM

By: _____
Mike Byerly, Chair
Board of County Commissioners

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