### FIRST AMENDMENT TO CITY OF GAINESVILLE, FLORIDA SERVICE AGREEMENT FOR THE PROVISION OF HOMELESS SERVICES

THIS FIRST AMENDMENT TO SERVICE AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2014, by and between the City of Gainesville, a municipal corporation of the State of Florida (the "City"), and the Alachua County Coalition for the Homeless and Hungry, Inc. a Florida not-for-profit corporation (the "Provider").

#### WITNESSETH:

WHEREAS, the parties hereto previously entered into a Service Agreement dated February 11, 2014 (the "Agreement") to implement, administer and provide services for homeless persons at the City's One Stop Homeless Center located at the former site of the Gainesville Correctional Institution at 2845 NE 39<sup>th</sup> Avenue, Gainesville, Florida (the "Facility"); and

WHEREAS, the Provider has requested to amend the Service Agreement to revise the payment schedule for FY 2013-2014 for the Services performed pursuant to this Agreement; and

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

Section 3.2.1, FY 2013-2014 of the Agreement is amended as follows, with deletions shown in strike-through and additions shown in <u>underline</u>:

3.2.1 FY 2013-2014: Provider shall submit a written request describing the need for and uses of an advance payment in order to prepare to provide Services pursuant to this Agreement. Upon review and approval of the written request, the City agrees to pay the Provider an advance payment in the amount of Seventy-Seven Thousand Dollars and 00/100 (\$77,000.00). Provider may Invoice for eight (8) two (2) additional monthly payments of \$28,875 and four (4) additional monthly payments of \$43,312.50.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

Signed, sealed and delivered In the presence of the following witnesses:

#### CITY: CITY OF GAINESVILLE

Print Name:\_\_\_\_\_

Russ Blackburn, Manager

Print Name:\_\_\_\_\_

## STATE OF FLORIDA COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by Russ Blackburn, as the Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he/she has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me or has produced \_\_\_\_\_\_ as identification.

Notary Public, State of Florida

Signed, sealed and delivered In the presence of the following witnesses:

Print Name:

PROVIDER: ALACHUA COUNTY COALITION FOR THE HOMELESS AND HUNGRY, INC.

Donna Fagan, Board Chair

Print Name:\_

# STATE OF FLORIDA COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by Donna Fagan, Board Chair of the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation, and who has acknowledged that she has executed the same on behalf of the corporation, and that she was authorized to do so. She is personally known to me or has produced \_\_\_\_\_\_ as identification.