

**GRANTS AND CONTRACTS - TRANSMITTAL MEMO**

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Date: **November 25, 2014**

From John Johnson, Grants and Contracts Administrator

To: John Pricher, Kathy Munden

CONTRACT #: KL130009

VENDOR: City of Gainesville

DESCRIPTION: First Amendment to Interlocal with City of Gainesville for the Tourism Product Development Program

APPROVED BY: BoCC

APPROVAL DATE: 11/18/14

Received On: 11/21/14

TERM START 11/18/14

TERM END 9/30/15

AMOUNT: n/a

ACCOUNT: 006-4520-552-82-61

ENCUMBRANCE # n/a

RFP/BID # n/a

**ACTIONS  
REQUIRED** Please forward a copy to the vendor & retain a copy for your files.  
One of two originals sent to John 11/25/14

copy to: F&A  
Risk  
Purchasing  
File

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

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 18<sup>th</sup> day of November, 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, 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 here to previously entered into an Interlocal Agreement dated December 12, 2006 that provides for the City to administer the Tourism Product Development Program; and,

WHEREAS, the parties wish to amend Exhibit A, "Funding Formula"; and  
WHEREAS the parties wish to amend Section 4.1 "Payment Procedures";

NOW, THEREFORE, the parties hereby agree to amend the September 25, 2012 Interlocal Agreement as follows:

Section 1. Exhibit A, Funding Formula is hereby replaced in its entirety by Exhibit A attached hereto.

Section 4.1, Payment Procedures, is hereby replaced in its entirety as follows:

- 4.1. The City shall invoice the County for one-half of the available amount designated for administration and programming at the beginning of each fiscal year and the remaining half of the available amount designated for administration and programming on January 15.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Interlocal Agreement between the parties dated December 12, 2006 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First 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  
Charles S. Chestnut  
Board of County Commissioners

By: Russ Blackburn  
Russ Blackburn  
City Manager

ATTEST:

ATTEST:

J.K. Irby  
J.K. Irby, Clerk

Karen E. Pruss

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM AND  
LEGALITY:

David C. Schwartz  
Alachua County Attorney's Office

David C. Schwartz  
City of Gainesville Attorney's Office  
David C. Schwartz  
Assistant City Attorney

## **Exhibit A– Funding Formula**

The Tourism Product Development Program will receive annually 85% of the 3rd Cent of Tourist Development Tax.

### **Administration**

The City of Gainesville shall receive an amount not to exceed 10% of the total budgeted amount for the Program

### **Tourism Product Development Program**

The Tourism Product Development Program shall receive the remaining budgeted amount to be divided in the following categories:

- Programming and Events 80%
- New Programs/Marketing 20%
  - (This program will be administered by the City of Gainesville and is a continuation of the program established under the Destination Enhancement Interlocal Agreement)