

**THIRD AMENDMENT AND RENEWAL TO INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GAINESVILLE AND ALACHUA COUNTY FOR A VICTIM  
ADVOCATE COUNSELOR  
NO.13327**

This THIRD AMENDMENT AND RENEWAL (Amendment) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (County) and CITY OF GAINESVILLE, which is authorized to do business in the State of Florida (Contractor), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into an Interlocal Agreement dated January 21, 2022 for a Victim Advocate Counselor, identified by No. 13327 (Agreement); and

**WHEREAS** the original agreement provides for a maximum of three (3) extensions or renewals of twelve (12) months each, by written mutual agreement; and

**WHEREAS**, the Parties entered into a First Amendment and Renewal on September 13, 2022 for the twelve (12) month term October 1, 2022 through September 30, 2023; and

**WHEREAS**, the Parties entered into a Second Amendment and Renewal on August 10, 2023 for the twelve (12) month term October 1, 2023 through September 30, 2024; and

**WHEREAS**, the Parties desire to amend and extend the Agreement for the final twelve (12) month term, and to do as otherwise provided herein.

**NOW, THEREFORE**, the Parties agree to amend and extend the Agreement as follows:

- A. Section #2 of the Agreement titled “Method of Compensation” is amended to reflect amount of compensation shall be increased to no more than \$73,247.00 annually.
- B. Section #3, of the Agreement titled “Term” is amended to reflect that the Parties shall continue to provide the services described in the original agreement during the period of October 1, 2024, through September 30, 2025.
- C. Section #7 of the Agreement titled “Notice” is amended to reflect the CITY representative shall be Interim Chief Nelson Moya.
- D. Upon and after full execution of this Amendment by the Parties, this Interlocal Agreement shall be effective on October 1, 2024.
- E. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in

full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

F. Verification of Employees. The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed on the day and year below written.

**CITY OF GAINESVILLE**

**ALACHUA COUNTY**

Cynthia W. Curry Oct 8, 2024  
Cynthia W. Curry, City Manager Date

\_\_\_\_\_  
Mary Alford, Chair Date

**GAINESVILLE POLICE  
DEPARTMENT**

**ATTEST**

Nelson Moya Sep 19, 2024  
Nelson Moya (Sep 19, 2024 10:24 EDT)  
Chief of Police Date

\_\_\_\_\_  
J.K. “Jess” Irby, Esq., Clerk

Approved as to Form & Legality – City

Approved as to Form - County

By: Lee Libby  
Lee Libby (Sep 19, 2024 07:03 EDT)  
City Attorney

By: \_\_\_\_\_  
County Attorney’s Office