

### **THIRD AMENDMENT TO AGREEMENT**

This Amendment to Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the Southernmost Homeless Assistance League, Inc., a non-profit Florida corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization (hereinafter "SHAL").

#### **WITNESSETH**

WHEREAS, CITY and SHAL entered into an Agreement on the 1<sup>st</sup> day of October, 2011, (the "Agreement"), pertaining to SHAL's management of the day-to-day operation of the facility commonly known as the Keys Overnight Temporary Shelter, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A"; and

WHEREAS, the Agreement expired on September 30, 2012; and

WHEREAS, on April 2, 2013, the City Commission of the City of Key West, Florida, passed Resolution No. 13-095, authorizing the City Attorney to negotiate and draft an amendment to the Agreement extending the term of the Agreement on a month-to-month basis pending construction of the new temporary shelter; and

WHEREAS, CITY and SHAL entered into a First Amendment to Agreement on the 9<sup>th</sup> day of August, 2013, amending the Agreement to extend the term of the Agreement, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "B"; and

WHEREAS, on July 2, 2014, the City Commission of the City of Key West, Florida, passed Resolution No. 14-184, authorizing acceptance of Grant Agreement #KPZ19 from the State of Florida, which grant includes funds for case management and is attached hereto and more particularly described as Exhibit "C"; and

WHEREAS, CITY and SHAL entered into a Second Amendment to Agreement on the 14<sup>th</sup> day of October, 2014, amending the Agreement to reflect the total amount of compensation due SHAL, including the funds for case management, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "D"; and

WHEREAS, on \_\_\_\_\_, the City Commission of the City of Key West, Florida, passed Resolution No. \_\_\_\_\_, authorizing acceptance of Grant Agreement #KPZ40 from the State of Florida, which grant includes funds for operation of the Keys Overnight Temporary Shelter and is attached hereto and more particularly described as Exhibit "E"; and

WHEREAS, CITY and SHAL desire to amend the Agreement to reflect the acceptance of Grant Agreement #KPZ40.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and SHAL agree to modify the Agreement as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

**Section 1:** Paragraph 5(B) of the Agreement, as amended by the First and Second Amendments to Agreement, pertaining to financial obligations of City, is hereby deleted in its entirety and replaced with the following:

City shall pay to SHAL in accordance with Paragraph 5(C) below based on an annual sum of \$444,118 as budgeted for in FY 2016 and on an annual sum as budgeted by the CITY for following fiscal years, which includes funding for maintenance/repairs, equipment, security wages and benefits and shelter supplies in Grant Agreement #KPZ40 for the duration of the grant in FY 2016.

**Section 2:** Paragraph 13 of the Agreement, pertaining to subcontract compliance, is hereby deleted in its entirety and replaced with the following:

Subcontract Compliance. City has entered into a grant agreement with the Florida Department of Children and Families, Emergency Shelter/Shelter Facilities, (Grant Agreement #KPZ40), a copy of which is attached hereto as Exhibit D. Pursuant to the Grant Agreement, City shall include or cause to be included in subcontracts the substance of all clauses contained in the Grant Agreement that mention or describe subcontract compliance. Reporting requirements to comply with Grant Agreement #KPZ40 apply to SHAL as the operator/subcontractor for the City.

**Section 3:** Except as modified herein, the Agreement, as amended by the First and Second Amendments to Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
James K. Scholl, City Manager

ATTEST:

\_\_\_\_\_  
Cheryl Smith, City Clerk

SOUTHERNMOST HOMELESS  
ASSISTANCE LEAGUE, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Patrice Pelletier-Sanders, Chairman

\_\_\_\_\_  
Witness