

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA
TO ADD MAY/JUNE 2022 GRADUATION CEREMONIES**

This Third Amendment to Interlocal Agreement (this "Third Amendment") is made to that certain Interlocal Agreement between The School Board of Marion County, Florida and Board of County Commissioners of Marion County, Florida for the Provision of Advanced Life Support Ambulance Standby Services for High School Football Games dated July 23, 2019 and as amended (collectively the "Agreement") by and between **The School Board of Marion County, Florida, ("SCHOOL BOARD")**, and the **Board of County Commissioners of Marion County, Florida ("COUNTY")**.

WITNESSETH

WHEREAS, the Agreement provides for SCHOOL BOARD's hiring COUNTY to provide advanced life support ambulance standby services (COUNTY's "Services") to SCHOOL BOARD's high school football games as well as graduation ceremonies; and

WHEREAS, the Agreement expires on June 30, 2022, pursuant to the terms set forth in the Second Amendment to the Agreement and the parties wish to renew the Agreement for a one (1) year period contingent upon the same terms and conditions of the Agreement, as amended, satisfactory performance. and the availability of funds; and

WHEREAS, the parties wish to extend the Agreement for one (1) year and modify the scope of work in the Agreement by replacing Exhibit "1" with Exhibit "1-2022," hereto, the May/June 2022 graduation ceremonies schedule. It is agreed by the parties that the inclusion of the services to be performed at 2022 high school football games shall be the subject of a Fourth Amendment between the parties.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, SCHOOL BOARD and COUNTY agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.**

The parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes

2. **RENEWAL.**

The Agreement is hereby renewed to continue for one (1) year, i.e. until June 30, 2023. contingent upon the same terms and conditions of the Agreement. As amended, satisfactory performance. and the availability of funds. This is the final one (1) year renewal available to the parties going forward.

3. **COUNTY'S SCOPE OF WORK, PARAGRAPH "1(A)" OF THE AGREEMENT, AMENDED.**

- A. Paragraph "1" of the Agreement entitled "Scope of Work," sets forth COUNTY's work obligations and includes certain graduation ceremonies set forth on Exhibit "1" thereto. Exhibit "1" of the Agreement is stricken in its entirety and replaced with Exhibit "1-2022," attached hereto, reflecting the May/June 2022 graduation ceremonies schedule.
- B. Paragraph "1(A)(3)" of the Agreement is stricken in its entirety and replaced with the following:
 - 3) maintain records on all services and submit a summary report at the conclusion of all May/June 2022 graduation ceremonies.
- C. Paragraph "1(A)(5)" of the Agreement is stricken in its entirety and replaced with the following:
 - 5) be in attendance at 2022 May/June graduation ceremonies according to the schedule attached hereto as Exhibit "1-2022."

4. **SCHOOL BOARD'S PAYMENT OBLIGATION, PARAGRAPH "1(B)" OF THE AGREEMENT, AMENDED**

- A. Paragraph "1(B)(1)" of the Agreement is stricken in its entirety and replaced with the following:
 - 1) reimburse COUNTY one hundred seventy-five dollars (\$175.00) per hour for each dedicated unit. There will be a two (2) hour minimum fee. If a May/June 2022 graduation ceremony is cancelled, SCHOOL BOARD must give COUNTY at least eight (8) hours' notice in order to cancel COUNTY employee overtime. If a May/June 2022 graduation ceremony is cancelled and SCHOOL BOARD does not give COUNTY at least eight (8) hours' notice, SCHOOL BOARD will pay three hundred fifty dollars (\$350.00) to COUNTY. Standby (non-dedicated) units will be provided by COUNTY at no charge. Proper invoices will be submitted to SCHOOL BOARD's Superintendent or her designee. at the end of each month or at the conclusion of the May/June 2022 graduation ceremonies.
 - 2) the total cost of this agreement will not exceed \$50,000.00.

[This portion of page intentionally left blank. Signature page follows.]

5. **EXCEPT AS MODIFIED, ALL PROVISIONS IN FULL FORCE.**

In all other respects, the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Interlocal Agreement as of the date set forth below.

ATTEST:

**THE SCHOOL BOARD OF
MARION COUNTY, FLORIDA**

By: 
Diane V. Gullett, Ed. D., Superintendent

By: 
Eric Cummings, Board Chair

Date: MAY 10 2022

Date: MAY 10 2022

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**

By: _____
Gregory C. Harrell, Clerk

By: _____
Carl Zalak III, Chairman

Date: _____

Date: _____

For Use and Reliance of
Marion County Only,
Approved as to Form and
Legal Sufficiency

Matthew Minter
County Attorney

EXHIBIT "1-2022"

SCHEDULE OF MAY/JUNE 2022 GRADUATION CEREMONIES

COUNTY's Emergency Medical Services shall arrive on-site no later than thirty (30) minutes prior to the dates/times listed below.

| | <u>DATE</u> | <u>START TIME</u> | <u>LOCATION/ADDRESS</u> |
|----|--------------------|--------------------------|--|
| 1) | 05/20/22 | 6:00 p.m. | Dunnellon at World Equestrian Center 1390 NW 80th Ave., Ocala, FL 34482 |
| 2) | 05/21/22 | 8:00 a.m. | Forest at World Equestrian Center 1390 NW 80th Ave., Ocala, FL 34482 |
| 3) | 05/21/22 | 6:00 p.m. | West Port at World Equestrian Center 1390 NW 80th Ave., Ocala, FL 34482 |
| 4) | 05/26/22 | 6:00 p.m. | North Marion at Southeastern Livestock 232 NE Jacksonville Rd., Ocala, FL 34470 |
| 5) | 06/03/22 | 6:00 p.m. | Vanguard at Southeastern Livestock 232 NE Jacksonville Rd., Ocala, FL 34470 |
| 6) | 06/04/22 | 8:00 a.m. | Bellevue at Bellevue Stadium 10400 SE 36 th Ave., Bellevue, FL 34420 |
| 7) | 06/04/22 | 6:00 p.m. | Lake Weir at Southeastern Livestock 232 NE Jacksonville Rd., Ocala, FL 34470 |