

**THIRD AMENDMENT TO THE CONTRACT  
BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY  
DEPARTMENT OF SAFETY**

**THIS THIRD AMENDMENT**, by and between **LEVY COUNTY**, a political subdivision of the State of Florida (“County”) and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENT OF EMERGENCY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA** (“University”), is made effective as of the date of last signature below (“Third Amendment Effective Date”).

**RECITALS**

Whereas, County and University entered into a Contract for Medical Director Services with an effective date of August 20, 2013 (the “Contract”);

Whereas, the Contract has been amended and extended by subsequent letter of First Extension effective September 22, 2015; letter of Second Extension effective July 18, 2017; First Amendment, effective August 22, 2019; and Second Amendment effective December 2, 2019 and with an expiration date of November 19, 2022;

Whereas, the parties desire to further extend the Contract and, pursuant to Sec. 2-195(12) of the Levy County Code, Services of the County Medical Director are exempt from competitive procurement procedures but do require approval of the Board of County Commissioners if the Contract is in excess of \$20,000;

Now, therefore, in consideration of the mutual covenants set forth in this Third Amendment, the parties agree as follows:

- A. The term of the Contract is extended for an additional two (2) years and shall have an expiration date of November 19, 2024.
- B. Section 3.1 of the Contract is deleted and replaced with the following:

Effective October 1, 2022, County will make payment to University at a rate of Forty-Nine Thousand Dollars (\$49,000.00) annually for the Medical Director Services provided herein. University shall invoice County the sum of Twelve Thousand Two Hundred Fifty Dollars (\$12,250.00) on or about the last working day of each quarterly period for services provided in the just-completed quarter. Beginning on October 1, 2023, and on each October 1 thereafter, if the Contract remains in effect, the annual amount stated in this section will increase by Three Percent (3%), with a corresponding increase in quarterly payments. Payments shall be made by County pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by University.

- C. Other than as set forth in this THIRD AMENDMENT, all terms and conditions of the Contract as previously amended, remain in full force and effect, and are ratified by the parties, and this THIRD AMENDMENT is deemed a part of the Contract. In the event of a conflict between the terms of the Contract and this THIRD AMENDMENT, the terms of the THIRD AMENDMENT shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this **THIRD AMENDMENT** to be executed in several counterparts, each of which is deemed an original, as of the **THIRD AMENDMENT** Effective Date.

**LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA**

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Russell Meeks Jr., Date  
Chairman

\_\_\_\_\_  
For Colleen Koch, M.D., Date  
Dean, College of Medicine

**ATTEST:** Clerk of the Circuit Court and Ex Officio  
Clerk to the Board of County Commissioners

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Danny J. Shipp, Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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Nicolle M. Shalley, County Attorney