FIRST AMENDED

INTERLOCAL AGREEMENT CREATING

THE ORIGINAL FLORIDA TOURISM TASK FORCE

THIS AMENDED AGREEMENT, made and entered into this _____ day of _____, 2003, pursuant to the authority of Section 163.01, Florida Statutes, by and between Alachua County, a political subdivision of the State of Florida; Bradford County, a political subdivision of the State of Florida; Columbia County, a political subdivision of the State of Florida; Dixie County, a political subdivision of the State of Florida; Gilchrist County, a political subdivision of the State of Florida; Hamilton County, a political subdivision of the State of Florida; Lafayette County, a political subdivision of the State of Florida; Leon County, a political subdivision of the State of Florida; Madison County, a political subdivision of the State of Florida; Suwannee County, a political subdivision of the State of Florida; Taylor County, a political subdivision of the State of Florida; and Union County, a political subdivision of the State of Florida; hereinafter collectively referred to as *The Original Florida* Tourism Task Force (Task Force) and the counties included hereinafter collectively referred to as the *The Original Florida* Region (Region).

WITNESSETH:

WHEREAS, the parties hereto desire to make the most efficient use of their resources and powers to cooperate for their mutual advantages to promote tourism development within the region; and

WHEREAS, Section 163.01(4) of the Florida Statutes provides "a public agency of the State of Florida may exercise jointly with another public agency of the State, or any other State

7

or of the United States Government any power, privilege or authority which such agencies share in common and which each might exercise separately."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits to accrue and agreements herein contained and set forth, the parties signatory hereto do hereby establish "*The Original Florida* Tourism Task Force" (Task Force), a separate legal entity, and do further agree as follows:

1. Purpose: The purpose of this Agreement is to promote the natural, historic, and cultural attractions of the region in order to increase the number of visitors and extend their stay. The goal is to enhance the region's economy, image and quality of life through expanded revenues and employment opportunities, while encouraging the preservation of the very resources which bring focus to the region.

2. Effective Date, Duration, Termination, and Withdrawal:

a. The member units of the Task Force will include those counties within the region as may agree to enter into this Interlocal Agreement by resolution. Officers shall be elected and bylaws adopted and the Task Force shall be deemed to be in effect at that time. The organizational meeting shall be convened by the Chairman of the North Central Florida Regional Planning Council (Council) as established under Chapters 163 and 186, Florida Statutes, and notice of the time and place thereof shall be given the chief elected official of the county governments signatory hereto and to their appointed representatives in writing by regular mail postmarked at least ten (10) days prior to the date set for said organizational meeting.

b. This Agreement shall be effective for an initial term of one (1) year from the effective date hereof, and shall continue thereafter from year to year without the necessity of a formal renewal by any party hereto, unless terminated as hereinafter provided.

c. Amendments to this Agreement shall be made effective by an affirmative vote of not less than three-fourths (3/4) of the governing bodies of the member units.

d. Any party hereto may withdraw its membership by resolution duly adopted by its governing body, and upon giving sixty (60) days written notice of withdrawal to the chairman of the governing body of each other principal member unit. Any monetary or non-monetary contractual obligations of the withdrawing member shall continue until such obligations have been satisfactorily terminated.

e. In the event there is a complete termination of this Agreement which would involve the disposition of any unexpended or unobligated funds, such funds shall be returned on an appropriate proportional basis to the contributing parties within sixty (60) days of notice of termination; however, funds which are being used as a matching contribution to any federal, state, local governmental or private agency grants shall be firm. The project shall be completed and the required reports and accounting shall be completed.

f. This Agreement may be terminated at any time by resolution duly adopted by the governing body of each and every member.

3. Membership, Representation, and Voting: All counties within *The Original Florida* Region may become members of the Task Force with allotted representation as follows:

a. One representative for the first 49,999 population provided, however, all member counties which have established by referendum a Tourism Development Council shall have a minimum of two representatives;

b. Three representatives for a total population exceeding 50,000.

Population shall be established by the official annual estimates of the Office of the Governor. Each representative shall have one vote on matters considered by the Task Force.

4. Terms of Representatives and Representation Composition: Terms and composition of representatives shall be as determined by each appointing member county, with such determination being stipulated to the Task Force in writing at the time of initial appointments and at such times as such appointments are changed.

5. Finances:

a. On or before June 1 of each year, the Task Force shall adopt a budget for the fiscal year beginning October 1. The fiscal year shall commence the first day of October and end on the last day of September in each year.

b. Each member county commission shall be assessed annually its stipulated share of funds necessary to conduct the business of the Task Force, said stipulated share to be determined by the Task Force based upon reasonable criteria such as a county's population size, revenues available to its tourism development council, and number and types of tourist facilities located within its jurisdiction. Payment of assessed dues may be avoided by notifying the Task Force by September 30 that the next fiscal year's payment will not be made by that member county. Non-payment of the annual assessment will result in the suspension of voting rights for the representative(s) of the non-paying county.

c. The Task Force shall enter into a contract with the North Central Florida Regional Planning Council who, on behalf of the Task Force, shall be the administrative entity and shall have the right to receive and accept in furtherance of the Task Force functions, funds, grants, and services from federal, state and local governments or their agencies and from private and community sources, and to expend therefrom such sums of money as shall be deemed necessary from time to time for the attainment of its objectives. The Council will establish a fund account

within its financial records for the purpose of tracking contributions and expenditures made by the Task Force. Such records shall be kept in the same manner as all other transactions of the Council and shall be included in the annual audit of Council activities. These funds may be co-mingled with other funds of the Council and are not required to be maintained in a separate bank account.

6. Powers: The Task Force shall have all powers granted by law, including but not limited to the powers granted by Chapter 163.01 of the Florida Statutes as now existing or as, from time to time, amended; and furthermore, shall have the specific powers:

a. To adopt rules of procedure and bylaws, to regulate its affairs and conduct business, including the ability to establish minimum requirements for attendance at Task Force meetings by member representatives.

b. To hold public hearings and sponsor public forums whenever deemed necessary or useful in the execution of the functions of the Task Force.

c. To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities.

7. It is expressly understood that the terms and conditions of this Agreement shall be effective between and among all members of the Task Force.

8. To the extent allowed by the Laws of Florida and Section 768.28, Florida Statutes, and without waiving sovereign immunity, each party hereby agrees to indemnify, defend, save, and hold harmless each other party from all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to any negligent act or occurrence or omission of commission of the party, its agents, or employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

_____ BY_____
CLERK CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

_____ BY _____
CLERK CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

_____ BY _____
CLERK CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
OF DIXIE COUNTY, FLORIDA

_____ BY _____
CLERK CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
OF GILCHRIST COUNTY, FLORIDA

_____ BY _____
CLERK CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, FLORIDA

_____ BY _____
CLERK CHAIRMAN

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

BY _____
CHAIRMAN

_____
CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEON COUNTY, FLORIDA

BY _____
CHAIRMAN

_____
CLERK

BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, FLORIDA

BY _____
CHAIRMAN

_____
CLERK

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

BY _____
CHAIRMAN

_____
CLERK

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

BY _____
CHAIRMAN

_____
CLERK

BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, FLORIDA

BY _____
CHAIRMAN

_____
CLERK