

FIFTH AMENDMENT TO THE AGREEMENT, #6683,
BETWEEN ALACHUA COUNTY AND
GAINESVILLE SPORTS ORGANIZING COMMITTEE, INC dba GAINESVILLE
SPORTS COMMISSION FOR ADMINISTRATION

THIS FIFTH AMENDMENT TO AGREEMENT made and entered into this _____ day of _____ A.D., 2020, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and GAINESVILLE SPORTS ORGANIZING COMMITTEE, INC., a Florida not-for profit corporation, d/b/a GAINESVILLE SPORTS COMMISSION, hereinafter referred to as "Agency".

WITNESSETH:

WHEREAS, the Board of County Commissioners finds that the Agency provides services that promote tourism in Alachua County by promoting sporting events in Alachua County that strengthen and develop sporting events and programs that increase the generation of Tourist Development Tax; and

WHEREAS, the County finds that these services are in the best interest of its citizens by providing marketing or advertising designed to increase tourist-related business activities within the County; and

WHEREAS, §125.0104, Florida Statutes provides that funding may be provided from the tourist development tax for this purpose; and

WHEREAS, the parties hereto previously entered into an Amended and Restated Agreement October 10, 2006; and,

WHEREAS, the parties previously entered into the First Amendment to the Agreement on October 28, 2008; and

WHEREAS, the parties previously entered into the Second Amendment to the Agreement on September 24, 2013; and

WHEREAS, the parties previously entered into the Third Amendment to the Agreement on September 23, 2014; and

WHEREAS, the parties previously entered into the Fourth Amendment to the Agreement on September 26, 2017; and

WHEREAS, the parties now desire to amend the Agreement to further to extend the term of the Agreement for a three year period and authorize the carry forward of unspent funding, as provided herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree to amend the Agreement, as amended, as

follows.

A. PARAGRAPH #1 of the Agreement (**Term**) is amended to read:

This Agreement is effective upon execution continuing through September 30, 2023 unless earlier terminated as provided herein. The parties may extend the term of this agreement through an amendment approved by both parties.

B. Paragraph 3 of the Agreement. (**Method of Payment**) sub-paragraph A is amended to read:

The County agrees to provide 22% of 99% of the Tourist Development Tax revenue dedicated to fund the Visitors and Convention Bureau received the previous fiscal year. Unspent administration funding may be allocated on a case-by-case basis for future year expenses, with the prior approval of the Board of County Commissioners.

C. This 5th Amendment shall take effect October 1, 2020.

D. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as previously amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

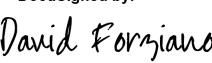
ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair
Board of County Commissioners

Attest

By: _____
JK Jess Irby II, Clerk
(Seal)

APPROVED AS TO FORM

DocuSigned by:

70E5E81DBE1E4D3...
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

VENDOR

By: _____

By: _____

Print: _____

Print: _____

Title: President, GSC Board

Title: Executive Director, GSC