

**EXTENSION AND AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE GULF CONSORTIUM
AND THE FLORIDA ASSOCIATION OF COUNTIES, INC.**

THIS AMENDMENT is made this 18th day of September, 2013, between the Florida Association of Counties, Inc., a Florida not-for-profit corporation (the "Association") and the Gulf Consortium, a legal entity and public body created by the Interlocal Agreement, effective on October 19, 2012 (the "Consortium").

WHEREAS, the parties entered into an agreement on October 19, 2012 ("the Agreement"), under which the Association provides interim Manager duties, functions, and services to the Consortium Board;

WHEREAS, the federal agency rules that will regulate the implementation of the RESTORE Act have not been promulgated and the Consortium has not retained nor hired a permanent Manager;

WHEREAS, the Association and the Consortium desire to continue their relationship through an extension of the term of the Agreement until such time as there is clarity on the manner in which the RESTORE Act will be implemented;

WHEREAS, the Florida Legislature enacted a new statutory provision related to public records and certain contracts in the 2013 legislative session, codified at section 119.0701, Florida Statutes; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto amend and extend the Agreement as follows:

SECTION 1. NEW PUBLIC RECORDS REQUIREMENTS. Section 2.02 of the Agreement is amended as follows:

SECTION 2.02. OBLIGATIONS OF THE ASSOCIATION. In carrying out the services described in Section 2.01 hereof, the Association shall:

* * *

D. To the extent the Association is performing services on behalf of the Consortium, the Association must:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the Consortium in order to perform the service;

(ii) Provide the public with access to public records on the same terms and conditions that the Consortium would provide the records and at a cost that not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the Consortium all public records in possession of the Association upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Consortium in a format that is compatible with the Consortium's information technology systems.

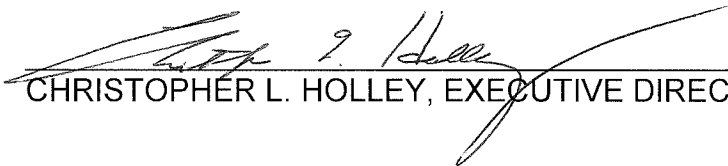
SECTION 2. EXTENSION OF TERM OF THE AGREEMENT. Section 3.01 of the Agreement is amended as follows:

SECTION 3.01. TERM OF AGREEMENT. Upon execution, this Agreement shall be effective October 19~~-, 2012~~³, and shall continue until 60 days after the effective date of the Consortium's hiring, engaging or retaining a permanent Manager, unless an earlier expiration date is mutually agreed to in writing. ~~in effect through and including September 30, 2013.~~ The interim Manager shall serve at the pleasure of the Board. However, this Agreement may be terminated by the Association upon 60 days' notice in writing to the other party. The Consortium and the Association can extend this term for additional service, under the terms and conditions of this Agreement, as mutually agreed to in writing.

SECTION 3. SURVIVABILITY OF REMAINING PROVISIONS. All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the FLORIDA ASSOCIATION OF COUNTIES, INC.
and the GULF CONSORTIUM, have caused this Agreement to be executed on the date
first mentioned above.

FLORIDA ASSOCIATION OF COUNTIES, INC.

By: 
CHRISTOPHER L. HOLLEY, EXECUTIVE DIRECTOR

GULF CONSORTIUM

By: 
GROVER C. ROBINSON IV, CHAIR