

FIRST AMENDMENT
TO AGREEMENT FOR FEDERAL LOBBYIST SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 27th day of April, 2009, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "Board", and JACOBS SCHOLZ & ASSOCIATES, LLC, hereinafter referred to as "Jacobs Scholz & Associates".

WHEREAS, the Board of County Commissioners had determined that it is in the best interest of the citizens of Nassau County to contract with a law firm for the provision of services of a professional nature to represent Nassau County before the United States Congress, Cabinet, the President, and federal agencies; and

WHEREAS, the parties have entered into an agreement dated December 10, 2008, for the said services for a maximum four month period; and

WHEREAS, the parties are desirous of continuing the existing Agreement through September 30, 2009 at the current rates as set forth herein.

NOW THEREFORE, in consideration of the foregoing premises which shall be deemed an integral part of the Agreement and of the mutual covenants and conditions hereinafter set forth, the Agreement dated December 10, 2008 shall be amended as follows:

1. The foregoing recitals are hereby fully incorporated into this Agreement by this reference.
2. Jacobs Scholz & Associates shall represent the Board of County

Commissioners before the United States Congress, Cabinet, the President and his staff, and federal agencies, and coordinate with the Board's lobbyist for issues requiring State of Florida participation.

3. The County Attorney shall provide to Jacobs Scholz & Associates the priorities of the Board of County Commissioners in writing.

4. The County Attorney shall provide a written list of all projects for which the Board is seeking federal funding, and Jacobs Scholz & Associates shall pursue said funding through the federal process, including the President and the President's staff.

5. Jacobs Scholz & Associates shall meet with the County Attorney to discuss the projects for which the entity is seeking federal funding.

6. The County Attorney shall notify Jacobs Scholz & Associates in writing as to any and all issues or programs that require contact with the federal agencies, and Jacobs Scholz & Associates shall pursue those.

7. Jacobs Scholz & Associates shall be responsive to requests by the Board of County Commissioners as communicated by the County Attorney and shall respond to inquiries within twenty-four (24) hours of any written or telephonic contact.

8. Jacobs Scholz & Associates shall appear before the Board of County Commissioners at any requested time and date upon reasonable notice.

9. Jacobs Scholz & Associates shall be registered pursuant to any federal and/or State of Florida requirements when applicable.

10. The approval and funding of project(s) by federal agencies vital to

Nassau County is an indication of the satisfactory completion of the contract.

11. Jacobs Scholz & Associates shall submit an annual written report to the County on the status of their respective projects and funding.

12. Jacobs Scholz & Associates shall be paid a fee of \$6,250.00 per month ~~with a maximum of four (4) months~~ through September 30, 2009 for work performed, plus travel, lodging, and presentation production expenses. Jacobs Scholz & Associates shall submit estimated travel expenses to the County Attorney prior to incurring such expenses. Annualized expenses for travel, lodging and production expenses are estimated at and shall not exceed \$5,000.00. Jacobs Scholz & Associates shall provide a monthly activity sheet detailing work performed on behalf of the County. All invoices shall be payable in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

13. Jacobs Scholz & Associates may represent other clients. The representation of other clients shall not be in conflict with the Board nor shall other representation(s) interfere with or detract from the representation of the Board.

14. The term of this Agreement shall run ~~from month to month, with a four (4) month maximum~~ through September 30, 2009, such that it may be terminated by either party with not less than thirty days written notice. Notice of termination delivered on or before the first day of a particular month shall be sufficient to terminate this Agreement at the end of the last day of that month.

15. The Board, or representative(s), and/or the County Attorney, at the request of Jacobs Scholz & Associates, shall be available, upon reasonable request, to meet

with members of the United States Congress, Cabinet, President, the President's staff and federal Agencies.

16. In the event that sufficient budgeted funds are not available, the County shall notify Jacobs Scholz & Associates of such occurrence, and this Agreement shall terminate on the last day of the then current fiscal year without penalty or expense to the County.

17. Any notices required pursuant to this Agreement shall be to the following:

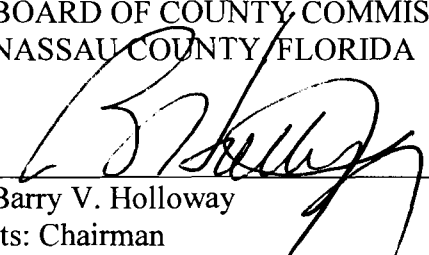
To the County:

David Hallman
County Attorney
96135 Nassau Place
Suite 6
Yulee, FL 32097

AND

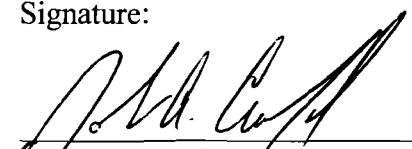
Jacobs Scholz & Associates
961687 Gateway Blvd.
Suite 201-I
Fernandina Beach, FL 32034

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY FLORIDA



Barry V. Holloway
Its: Chairman

Attest as to Chairman's
Signature:



John A. Crawford
Ex-Officio Clerk

EAC 4/29/09

SIGNATURES CONTINUE ON THE NEXT PAGE

Approved as to form by the
Nassau County Attorney:



David A. Hallman

Acknowledged and Agreed to:



JACOBS SCHOLZ & ASSOCIATES, LLC