

Contract No. CM1397-A-2

SECOND AMENDMENT

TO AGREEMENT FOR FEDERAL LOBBYIST SERVICES

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 10th day of August, 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 entered into a First Amendment to the agreement dated December 2008, in order to extend the term for said services through September 30, 2009; and

WHEREAS, the parties are desirous of extending the existing Agreement.

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

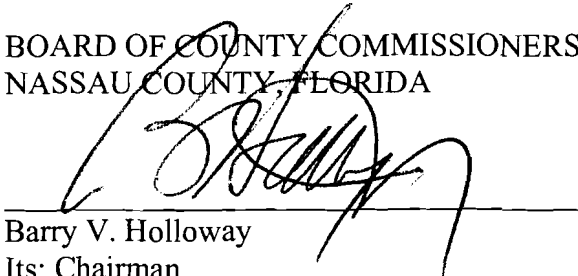
follows:

1. Section 12 shall be amended to read as follows: Jacobs Scholz & Associates shall be paid a fee of \$6,250.00 per month ~~through September 30, 2009~~ for the period October 1, 2009 through September 30, 2010 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.

2. Section 14 shall be amended to read as follows: The term of this Agreement shall run through ~~September 30, 2009~~ September 30, 2010, 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.

3. All other terms and conditions set forth in the agreement dated December 10, 2008 shall remain in full force and effect.


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Barry V. Holloway
Its: Chairman

SIGNATURES CONTINUE ON THE NEXT PAGE


Attest as to Chairman's
Signature:



John A. Crawford
Ex-Officio Clerk

MES
8-21-09

Approved as to form by the
Nassau County Attorney:



David A. Hallinan

Acknowledged and Agreed to:



JACOBS SCHOLZE & ASSOCIATES, LLC