

**SECOND AMENDMENT  
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 16th day of September 2011, by and between the Nassau County Value Adjustment Board, hereinafter referred to as the "VAB", and Darden M. Yerkes, P.A., whose principal office address is located at 4114 Herschel Street, Suite 112, Jacksonville, Florida 32210, hereinafter referred to as the "Firm".

WHEREAS, the parties entered into an Agreement dated December 29, 2008; and First Amendment on August 19, 2009; and by motion of the VAB on August 29, 2011 extended the First Amendment to Agreement to September 17, 2011;

WHEREAS, pursuant to Florida Statutes 194.015, the VAB must appoint qualified private counsel to be present during each and every meeting of the VAB.

WHEREAS, the Firm represents that it is qualified to perform all such services:

WHEREAS, the Firm desires to render certain services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the parties are desirous of continuing the existing Agreement for two years from the date of execution of this Agreement at the current rates as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained and as amended, the parties hereto agree as follows:

## **ARTICLE 1 – EMPLOYMENT OF FIRM**

The VAB hereby agrees to engage the Firm, and the Firm hereby agrees to perform the services set forth in the Scope of Services.

## **ARTICLE 2 – SCOPE OF SERVICES**

Firm shall provide legal representation to the VAB in preparation for and during VAB hearings and such duties and responsibilities as outlined in *Florida Statutes* and Florida Administrative Code. Representation of the VAB or the VAB in connection with litigation is not included in the Scope of Services under the agreement. Any additional services may be specifically designated and additionally authorized by the parties; such additional authorizations will be in the form of an Addendum which sets forth the additional services and the amount of compensation for those services.

## **ARTICLE 3 – TERM OF AGREEMENT**

The term of this Agreement shall be for two years beginning from the date of execution of this contract. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in one (1) month increments. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the VAB and the Firm.

## **ARTICLE 4 - COMPENSATION**

**4.1** The VAB shall pay the Firm Two Hundred Dollars (\$200.00) per hour for all attorney time billed, subject to the following restrictions.

A. The Firm shall not bill for more than one attorney in any inter-firm communications;

B. The firm shall not bill for travel time to and from meetings; and

C. For non-mandatory training costs, the Firm shall prepare a cost-estimate which must be approved by the VAB prior to any expense being incurred.

**4.2** The Firm shall prepare and submit to the VAB, for approval, monthly invoices for the services rendered under this Agreement. All fees and costs reflected on invoices shall be divided between the Nassau County School Board and the Nassau County Board of County Commissioners, two fifths (2/5ths) and three fifths (3/5ths) respectively, pursuant to the requirements of Florida Statutes 194.015. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a statement identifying the nature and progress of the work performed. The statement shall show a summary of fees with the accrual of the total fees billed and credits for portions paid previously. The VAB shall promptly notify the Firm if any invoice or statement is found to be unacceptable and will specify the reasons therefore. The VAB reserves the right to withhold payment of any invoice found unacceptable until such time as the discrepancy is resolved.

**4.3 Final Invoice:** In order for both parties herein to close their books and records, the Firm will clearly state "Final Invoice" on the Firm's final/last billing to the VAB, this indicates that all services have been performed and all charges and costs have been invoiced to the VAB and that there is no further work to be performed under the terms of this contract.

## **ARTICLE 5 – EXTENT OF AGREEMENT**

**5.1** This Agreement represents the entire and integrated agreement between the VAB and Firm and supersedes all prior negotiations, representations, or agreement, either written or oral.

**5.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

## **ARTICLE 6 – TERMINATION OF AGREEMENT**

This Agreement may be terminated by the VAB for convenience, upon forty-eight (48) hours written notice to Firm. In such event, the Firm shall be paid its compensation for services performed prior to the termination date. In the event that the Firm abandons this Agreement or causes it to be terminated, Firm is liable to the VAB for any and all loss pertaining to this termination.

## **ARTICLE 7 – GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

## **ARTICLE 8 – NOTICE**

**8.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

The VAB:

Nassau County Value Adjustment Board  
c/o John A. Crawford, Clerk  
76347 Veterans Way, Suite 456  
Yulee, Florida 32097

Copy to the County Attorney:

David A. Hallman, Esq.  
Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, Florida 32216

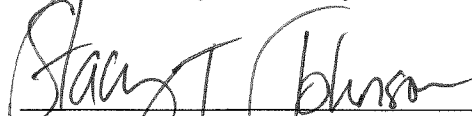
Copy to School Board Attorney:

Leonard Hackett, Esq.  
Attorney for Nassau County School Board  
4305 Salisbury Road  
Jacksonville, FL 32216

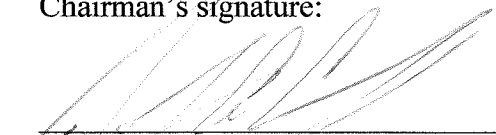
The Firm:

Darden M. Yerkes, P.A.  
Darden M. Yerkes, Esq.  
Post Office Box 380012      or      4114 Herschel Street, Ste. 112  
Jacksonville, Florida 32205      Jacksonville, FL 32210  
Phone: (904) 738-7590  
Fax: (904) 562-3297

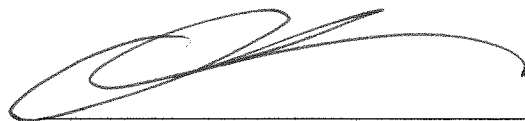
Nassau County Value Adjustment Board

  
\_\_\_\_\_  
Stacy T. Johnson, Chair

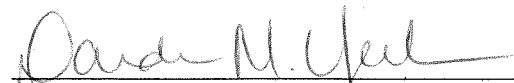
Attestation as to the Authenticity of the  
Chairman's signature:

  
\_\_\_\_\_  
John A. Crawford, Clerk

Approved as to Form and Legal Sufficiency

  
\_\_\_\_\_  
David A. Hallman, County Attorney

Darden M. Yerkes, P.A.

  
\_\_\_\_\_  
Darden M. Yerkes, For the Firm

SEPTEMBER 16, 2011

Date