

FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES (hereinafter "Amendment") is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), and NORTH FLORIDA LAND TRUST, INC., a business having its primary business location at 843 W Monroe St, Jacksonville, FL 32202 (hereinafter the "Consultant").

WITNESSETH:

- WHEREAS, the Parties previously entered into a Contract for Professional Services dated February 26, 2024 for Conservation Land Acquisition and Management consulting services (hereinafter "Contract"); and
- WHEREAS, the compensation under the Contract originally was allocated between Consultant compensation and estimated due diligence costs, with twelve months' of Consultant compensation included initially; and
- WHEREAS, the Parties intend to extend the Contract and increase the compensation by an amount estimated to last until approximately November 2025, in order to then reevaluate the scope of services necessary depending on anticipated County staffing changes; and
- **WHEREAS**, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.
- **NOW**, **THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:
- **SECTION 1.** Section 6.1. of the Contract is hereby amended to extend the term of the Contract for an additional one (1) year, and the Contract shall now terminate on September 30, 2026.
- **SECTION 2.** Section 7.1. of the Contract is hereby amended to increase the compensation amount for the goods/services to be provided under the Contract by an additional Two Hundred Twenty-Two Thousand and 00/100 Dollars (\$220,000.00). The County shall compensate the Consultant in an amount not to exceed Five Hundred Thirty-Two Thousand and 00/100 Dollars (\$532,000.00) in total.
- **SECTION 3.** Section 7.1. of the Contract is hereby amended to authorize that the compensation provided under the Contract may be used for due diligence or Consultant compensation, regardless of the estimated allocations between those two categories of goods/services.

SECTION 4. Upon execution of this Amendment and in accordance with Section 787.06, Florida Statutes, the Consultant shall provide an affidavit to the County, on a form approved by the County, signed by an officer or representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 5. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

By: A.M. "Hupp" Huppmann

Its: Chairman

Date: June 18, 2025

Attest as to authenticity of the

Chair's signature:

MITCH L. KIETER Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

Denise C. May, Esq., BCS

DENISE C. MAY

Its: County Attorney

NORTH FLORIDA LAND TRUST, INC.

ML 122,

By: James Allison DeFoor

Its: President Date: 5/28/2025