

**THIRD AMENDMENT TO THE AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN THE GULF CONSORTIUM AND THE BALMORAL GROUP, LLC.**

This Third Amendment to the Agreement for Management Services is entered into by and between the **Gulf Consortium**, a legal entity and public body organized and created pursuant to an interlocal agreement among the 23 county governments along Florida's Gulf Coast (the "Consortium"), and **The Balmoral Group, LLC**, whose business address is 165 Lincoln Avenue, Winter Park, Florida 32789 (the "Contractor"), which parties may hereinafter collectively be referred to as the "Parties."

WHEREAS, the Consortium and the Contractor initially entered into an Agreement for Management Services, dated April 6, 2017, as subsequently amended (the "Agreement"); and

WHEREAS, the Agreement authorizes the term to be extended for two additional one-year periods; and

WHEREAS, in accordance with the Consortium's desire to maximize the use of available Federal funds in performing its responsibilities related to the development and implementation of the Florida State Expenditure Plan (SEP) and in recognition of the increased work effort associated with implementation of both the SEP and Stand-Up State Expenditure Plan (SSEP), the Parties wish to amend the Agreement to establish the terms and conditions pursuant to which Contractor shall be compensated for certain grant eligible services provided in furtherance of the implementation of the SEP and SSEP.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

1. Section 1 of the Agreement is hereby amended as follows:

SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the Consortium management services in accordance with:

- A. The Request for Proposal for Management Services for the Gulf Consortium #BC-01-10-17-16 ("RFP"), which was attached to the Agreement as Exhibit A, to the extent that the RFP is not inconsistent with this ~~Agreement~~ Amendment; and
- B. The Contractor's submissions to the RFP, which was attached to the Agreement as Exhibit B, to the extent that the submission is not inconsistent with this ~~Agreement~~ Amendment or with Exhibit A; and
- C. The Stand-Up State Expenditure Plan (SSEP) Grant Application/Agreement; and

D. Subsequent Florida State Expenditure Plan (SEP) project implementation grant applications/agreements approved by RESTORE Council.

2. Section 3 of the Agreement is hereby amended as follows:

TERM OF AGREEMENT

This Agreement shall be for a period of two years, commencing on May 1, 2017, and shall continue until April 31, 2019. After the initial two year period, at the sole option of the Consortium, this Agreement may be extended for no more than two additional one year periods. Such one year extensions will be automatic unless the Consortium provides written notice of non renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term. Following the initial two year term of this Agreement ending on April 30, 2019, this Agreement shall be extended for a one-year term commencing May 1, 2019 and shall continue until April 30, 2020. Thereafter, at the sole option of the Consortium, the Agreement may be extended for one additional one year term. Such one year extension will be automatic unless the Consortium provides written notice of non-renewal to the Contractor on or before March 31, 2020.

3. Section 4 of the Agreement is hereby amended as follows:

COMPENSATION

(A) The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be compensated by the Gulf Consortium in a manner that maximizes the use of federal funds to pay for such services and in no event shall the compensation exceed EIGHT THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS (\$8,588) per month for the initial two year period. The compensation shall include all services to be provided, including expenses such as copying, long distance phone, travel, and general overhead. If this Agreement is extended beyond the initial two-year period, Contractor's compensation for General Administrative Services (i.e., non-grant eligible services) for subsequent years shall be charged at an hourly rate of ONE HUNDRED SEVENTY DOLLARS (\$170) not to exceed SEVEN THOUSAND SIX HUNDRED FORTY TWO DOLLARS (\$7,642) per month. The compensation shall include all General Administrative Services to be provided, including expenses such as copying, long distance phone, travel, and general overhead.

(B) Separate from the amount due under Section 4(A), it is recognized that certain management services may be eligible for grant reimbursement ("Grant Eligible Services"). In the event Federal funds or other funds become available to pay for such Grant Eligible Services, Contractor shall be paid a fee of ONE HUNDRED SEVENTY DOLLARS (\$170) per hour for providing such services. However, the Consortium shall not be obligated to pay Contractor in excess of TWO HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED AND EIGHTY DOLLARS (\$299,880) per fiscal year from grant funds, with the exception of any amounts that may be paid to Contractor from grant funds pursuant to previously

