

**SECOND AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES BETWEEN
THE GULF CONSORTIUM
AND NABORS, GIBLIN & NICKERSON, P.A.**

THIS AMENDMENT is made this 13th day of September, 2016, between Nabors, Giblin & Nickerson, P.A., a Florida law firm ("NG&N") and the Gulf Consortium, a legal entity and public body created by the Interlocal Agreement, effective on October 19, 2012 (the "Consortium").

WHEREAS, the parties previously entered into an agreement dated October 22, 2012 ("the Agreement"), under which NG&N provides interim General Counsel and other legal services to the Consortium Board and the Manager for a one year period; and

WHEREAS, the parties extended and amended the Agreement on September 18, 2013 (the "First Amendment"), providing for an extension of the term of the Agreement until the hiring of a permanent general counsel or until the parties mutually agree to an earlier expiration date; and

WHEREAS, the Consortium conducted a competitive procurement process for the services of a permanent general counsel which resulted in the Consortium approving the Evaluation Team's recommendation that NG&N be retained to provide general counsel services; and

WHEREAS, subsequent to the Consortium's decision to retain NG&N as its permanent general counsel and in the course of the development of the Planning Grant application for Federal funds to be submitted to the Gulf Restoration Council, it became clear that the full cost of legal services could not be paid from planning grant funds; and

WHEREAS, the Consortium desires to continue its relationship with NG&N and to retain NG&N as its permanent General Counsel and NG&N desires to continue to provide General Counsel and other legal services to the Consortium.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto amend and extend the Agreement as follows:

SECTION 1. AMENDMENT TO COMPENSATION FOR GENERAL COUNSEL SERVICES.

Section 1.04 of the Agreement is amended to add a new paragraph (B) and delete the current paragraph (B) as follows:

SECTION 1.04. COMPENSATION FOR GENERAL COUNSEL SERVICES.

(A) In consideration for the performance of General Counsel services to be provided pursuant hereto, the Consortium agrees to pay the

~~General Counsel a fee of NG&N \$250 per hour for each General Counsel attorney providing such services. However, the Consortium shall not be obligated to pay the General Counsel NG&N more than \$5,000 per month, unless the Board approves an amount in excess of \$5,000, except as otherwise provided in paragraph (B).~~

(B) Separate from the amount due under section 1.04(A), it is recognized that certain legal services will be required related to the Planning Grant that 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, NG&N shall be paid a fee of \$250 per hour for each attorney providing such services. However, the Consortium shall not be obligated to pay NG&N more than \$90,000 per fiscal year from grant funds. All services provided which do not qualify for grant reimbursement shall be considered General Counsel services payable as set forth under section 1.04(A).

~~(B) Compensation shall be paid at one half (1/2) the hourly rate specified above for the hours incurred in travel from the host office of the attorney performing legal services to the location where Consortium Board meetings are conducted and to such other locations where services are required to be provided.~~

SECTION 2. REVISION OF TERM OF THE AGREEMENT. Section 3.01 of the Agreement is amended as follows:

SECTION 3.01. TERM OF AGREEMENT. This Agreement shall be for a two year term commencing on October 1, 2016 ~~October 1, 2013~~ and shall continue until September 30, 2018. ~~until the effective date of the Consortium's hiring, engaging or retaining a permanent General Counsel, unless an earlier expiration date is mutually agreed to in writing.~~

SECTION 3. SURVIVABILITY OF REMAINING PROVISIONS. All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, NG&N and the GULF CONSORTIUM, have caused this Agreement to be executed on the date first mentioned above.

NABORS, GIBLIN & NICKERSON, P.A.

By: 
LYNN M. HOSHIHARA, SHAREHOLDER

GULF CONSORTIUM

By: 
GROVER C. ROBINSON IV, CHAIR