

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

This Fourth Amendment to the Agreement for Professional 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 **Nabors, Giblin & Nickerson, P.A.**, whose business address is 1500 Mahan Drive, Suite 200, Tallahassee, Florida 32308 (the "Contractor").

WHEREAS, the Consortium and the Contractor initially entered into an Agreement for Professional Services for Interim General Counsel Services, dated October 22, 2012, as subsequently amended (the "Agreement"); and

WHEREAS, the Agreement authorizes the term to be extended in successive 24-month periods; and

WHEREAS, the Agreement needs to be amended to reflect the funding capacity of the Consortium.

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:

1. Section 1.04 of the Agreement is hereby amended 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 NGN \$250 per hour for each attorney providing such services. However, the Consortium shall not be obligated to pay NGN 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, NGN shall be paid a fee of \$250 per hour for each attorney providing such services. However, the Consortium shall not be obligated to pay NGN 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).

2. Section 3.01 of the Agreement is hereby repealed in its entirety and replaced with the following:

SECTION 3.01. TERM OF AGREEMENT. This Agreement shall be extended for a two-year term commencing October 1, 2018 and shall continue until September 30,

2020. The term may be extended by mutual agreement of the parties for successive 24 month periods. The Consortium may terminate this Agreement without cause by giving NGN thirty (30) days written notice of termination.


3. All other provisions of the Agreement shall remain in full force and effect.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

GULF CONSORTIUM

NABORS, GIBLIN & NICKERSON, P.A.

By:


Grover Robinson, Chairman

By:


Lynn Hoshihara, Shareholder

Date:

9/27/18

Date:

10/16/18

By:


John Meeks, Secretary

Date:

10-20-18