

Grants & Contracts - Transmittal Memo

DATE: September 27, 2018

FROM: Purchasing Division, Contracts

TO: Erika Aenlle
Mark Sexton

CONTRACT #: 10811

VENDOR: Smith Bryan Myers, Inc.

DESCRIPTION: #10811 1st Amendment Smith Bryan Myers, Inc. extend term to 9/30/2019, set annual fixed fee to \$40,000.00

APPROVED BY: County Manager

APPROVAL DATE: 9/26/2018

RECEIVED ON: September 27, 2018

TERM START: 10/1/2018

TERM END: 9/30/2019

AMOUNT: \$40,000.00

RFP/BID #:

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT #10811
BETWEEN ALACHUA COUNTY AND FOR SMITH, BRYAN, & MYERS, INC.**

THIS **FIRST AMENDMENT TO AGREEMENT**, made and entered into this 26th day of September A.D. 20 18, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Smith, Bryan & Myers, Inc, doing business at 311 East Park Avenue, Tallahassee, Florida 32301, hereinafter referred to as "Professional " Collectively, hereinafter, the County and Contractor are referred to as the "Parties":

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the Agreement for Professional Services between Alachua County and Smith, Bryan, & Myers, Inc dated January 30, 2018 (the "Agreement") for the provision of **State Lobbyist Services**; and

WHEREAS, the Parties now wishes to exercise its option to renew the term of the Agreement for an additional one year period which shall commence on October 1, 2018 and continue through September 30, 2019, and to agree to an increase in fees.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to further amend the Agreement as follows:

A. PARAGRAPH # 1 of the Agreement, **Term**, is amended to add the following:

This First Amendment renews the term of the Agreement for the period commencing October 1, 2018 and continuing through September 30, 2019, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for additional one (1) year terms at the terms and conditions contained in the Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

B. PARAGRAPH #5 of the Agreement, **Method of Payment**" sub-paragraph 5.1 is amended and replaced in its entirety with the following:

5.1 .The Professional shall be paid an annual fixed price of Forty Thousand Dollars (\$40,000.00) ("Annual Contract Price") for all services required by this Agreement, which shall be paid by the County to the Professional in twelve monthly payments of Three Thousand and Three Hundred Thirty Three Dollars and Thirty Three Cents (\$3,333.33) per month.

B. This First Amendment shall take effect on October 1, 2018, after execution by both Parties.

C. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

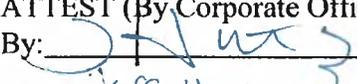
By:  FOR
Michele L. Lieberman
County Manager

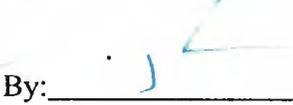
Date: SEPTEMBER 26, 2018

APPROVED AS TO FORM


Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)
By: 
Print: Jeff Hartley
Title: Vice President

By: 
Print: THOMAS GRIFFIN
Title: Governmental Affairs Consultant
Date: 9/10/18

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER OFFICE OF MANAGEMENT AND BUDGET SECTION.