

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

THIS FOURTH AMENDMENT TO AGREEMENT (“Fourth Amendment”), made and entered into this _____ day of _____ 2021, 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., a Florida for profit corporation with a principal business address located at 311 East Park Avenue, Tallahassee, Florida 32301, hereinafter referred to as "Professional." Collectively, hereinafter, the County and Professional 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 previously entered into the First Amendment dated September 26, 2018 (the “First Amendment”), through which the term of the Agreement was extended to September 30, 2019 and the rates for the services provided were increased, the Second Amendment dated October 30, 2019 (the “Second Amendment”), through which the term of the Agreement was extended to September 30, 2020, and the Third Amendment dated September 3, 2020 (the “Third Amendment”), through which the term of the Agreement was extended to September 30, 2021 ; and

WHEREAS, the County wishes to exercise its option to renew the term of the Agreement through September 30, 2022, expand the Scope of Service to memorialize an expanded role, increases the Not to exceed amount of the Agreement from \$40,000.00 to \$80,000.00 for the expanded Scope of Service, and to add a clause which defines and allows electronic signatures as set forth herein.

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 Third Amendment renews the term of the Agreement, extending the term through September 30, 2022, 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 Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability

of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. **Attachment "A."** referenced in Paragraph 3 "Duties of the Professional", is hereby deleted and replaced with a new Attachment "A", attached to this Amendment

C. PARAGRAPH #5 of the Agreement, "Method of Payment" sub-paragraph 5, as amended by the First Amendment, is further amended and replaced in its entirety with the following:

5.1 .The Professional shall be paid an annual fixed price of Eighty Thousand Dollars (\$80,000.00) ("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 Six Thousand, Six Hundred, and Sixty Six Dollars and Sixty Six Cents (\$6,666.66) per month.

D. PARAGRAPH #31 of the Agreement, *Electronic Signatures*, is added as follows:

Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

E. This Fourth Amendment shall take upon execution by both Parties.

F. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as previously amended shall be and remain in full force and effect. In the event of any conflict between this Fourth Amendment and the previous amendments, the terms of this Fourth Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Fourth 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: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

DocuSigned by:
Robert C Swain
274E045D4F99416...

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

PROFESSIONAL

DocuSigned by:
[Signature]
DF752EF27D2242D...
By: _____
Tom Griffin

Print: _____

Title: Consultant

Date: 9/20/2021

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

ATTACHMENT A: SCOPE OF SERVICES

- 1. Provide State legislative lobbying services on behalf of Alachua County.

2. Services to be provided include, but are not limited to:

a. OUT OF REGULAR SESSION

- i. SBM will work to ensure a seamless transition of the workload from the in-house Alachua personnel to SBM in recognition of expanded role
- ii. Attend Board of County Commissioner (BoCC) Board Workshop -Discussion of Legislative Priorities (date to be determined)
- iii. SBM will brief the BoCC a minimum of two publicly noticed Commission meetings each year
- iv. Conduct Two meetings -in person with the BoCC (meeting location to be determined)
- v. SBM will visit Alachua County at least twice a year for individual meetings with each elected Commissioner, the County Manager, the County Attorney, and any other necessary Alachua personnel.
- vi. Each year prior to Florida's Legislative Session, SBM will poll the Directors of each of Alachua's departments, the BoCc, and the County Manager to generate a working list of legislative priorities
- vii. SBM will work with all relevant parties to craft an annual legislative agenda which will ultimately be presented to the BoCc for final approval. Once approved, SBM will work with all necessary Alachua staff to execute the legislative agenda.
- viii. Prepare Final Session End Report and Presentation at BoCC Workshop (date to be determined)

b. COMMITTEE WEEKS

- i. Phone conferences with County Manager or staff for updates as needed.
- ii Conduct meetings with County Manager and designated staff as requested.
- iii County Manager's Office shall schedule and coordinate meetings.
- ix. Provide conference room or office as needed when Alachua County staff or commissioners are in Tallahassee.
- x. Assist in the drafting of letters and provide talking points, as needed.

c. DURING SESSION

- i. Provide conference room or office as needed when Alachua County staff or commissioners

are in Tallahassee.

- ii. Phone conferences as needed with staff -updates to be provided at least weekly to staff.
 - iii. Collaborate with Alachua County to review high priority needs within the County/region, and to assist in determining which projects or initiatives are best suited for a limited number of annual appropriations requests, and which other initiatives might be better served through a pursuit of the federal grants process. This agenda is then further developed in consultation with the consultant to include the supporting information that is becoming required by State Legislative Delegation, and that helps to ensure the greatest possibility of funding success.
 - iv. Provide regular reports on federal funding programs and legislation of most concern to Alachua County, including specific impact analyses. These reports are intended to provide client-specific information beyond that which is available to you through national organizations or information services. The reports are meant to provide information which an institution or organization can utilize for more effective short-term and long-term grant, program planning, and development purposes.
 - v. Work with County Officials to provide real time reporting of State Grant Competitions.
 - vi. Maximizing relationships with the State Legislative Delegation and other key Administration Officials.
 - vii. Facilitating briefing and lobbying sessions on priority concerns and projects, and developing joint lobbying/advocacy strategies for the County agenda with the State Representative Delegation.
 - viii. Provide County staff and the Board with any new information that may affect the county's legislative program.
 - ix. Assist in the drafting of letters and provide talking points, as needed.
- d. Miscellaneous Duties
- i. SBM will provide Alachua will all necessary state and local support outside of Alachua's annual Legislative agenda
 - ii This may include working with local private parties with business before the County, Executive agency needs the county may have, state engagement regarding emergency orders, executive actions, legislative changes, local/state regulatory matters, and any other governmental needs the County may have.