

**ADDENDUM TO
BUCHANAN INGERSOLL & ROONEY PC
CONSULTING AGREEMENT
FOR GOVERNMENT RELATIONS (NON-LEGAL) SERVICES
(Extension of Term and Fees)**

This addendum to CONSULTING AGREEMENT FOR GOVERNMENT RELATIONS (NON-LEGAL) SERVICES ("Agreement") is made and shall be effective as of this 20th day of 09, 2022, by and between BUCHANAN INGERSOLL & ROONEY PC ("Consultant"), and SUWANNEE COUNTY, FLORIDA ("County").

WHEREAS, the County and Buchanan Ingersoll & Rooney PC entered into a Consulting Agreement for Government Relations (Non-Legal) Services dated February 23, 2022, effective for the period March 1, 2022 through September 30, 2022.

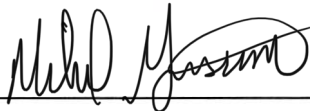
WHEREAS, the County and consultant mutually desire to extend the term of the initial letter agreement for an additional period of time while complying with the same terms and conditions of engagement.

NOW THEREFORE, in consideration of the mutual agreements and promises contained herein, the County and Consultant agree as follows:

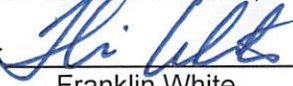
1. The term of the Agreement is extended beginning October 1, 2022 to September 30, 2023. Accordingly, all references to (initial) time period are amended to reflect the period of time above.
2. In all other respects, the terms of the initial letter Agreement dated February 23, 2022 shall remain in effect and the parties agree they shall comply with and be bound by the provisions of that Agreement and this addendum.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties, and shall be effective on the date signed by the County.

BUCHANAN INGERSOLL & ROONEY PC

By: 
Title: PRINCIPAL
Date: 9/28/22

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

By: 
Franklin White
Chairman
Date: 09.20.22

Attest: 
By: 
Barry Baker
Clerk of Court

Buchanan

Ingersoll·Rooney

Mike Grissom
michael.grissom@bipc.com

215 S. Monroe Street, Suite 301
Tallahassee, FL 32301
T 561 310 4047
F 850 681 6036

February 23, 2022

Suwannee County Board of County Commissioners
13150 80th Terrace
Live Oak, FL 32060
Attn: Franklin White, Chairman

RE: Consulting Agreement for Government Relations (Non-Legal) Services

Dear Franklin:

Buchanan Ingersoll & Rooney PC ("Buchanan" or the "Firm") would be pleased to accept your request to assist Suwannee County (the "County"). In accordance with our Firm's procedures, this consulting agreement (the "Agreement") confirms the terms on which Buchanan will provide government relations services before the State of Florida. Our representation shall focus on representation of the County before the legislative and executive branch, including executive agencies with respect to appropriations, grants, and other opportunities (the "Services").

Non-legal Services Only

The Services furnished pursuant to this Agreement are consulting services only and are not legal services. The County understands that this Agreement does not establish an attorney-client relationship between the Firm and the County. Accordingly, the confidentiality protections and conflict of interest restrictions of the Lawyers' Rules of Professional Conduct and the attorney-client privilege do not apply to the Services. This means that the Firm may provide legal representation to a client in a matter directly adverse to the County, including litigation.

If the County wishes to engage the Firm to provide legal services, it will be necessary to enter into a separate engagement agreement covering the terms of our legal representation.

Billing Matters

The monthly retainer for our Services is \$5,000.00 per month for the initial term beginning March 1, 2022, through September 30, 2022 (the "Initial Term"). Please note that the State of Florida charges "lobbyist registration fees" which shall be billed to the County as a reimbursable expense. County shall not reimburse the Firm for any other expenses associated with performance of this Agreement with the exception of travel, which shall be reimbursable if pre-approved by the County Administrator or Board Chairman. The Firm agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit the Firm records regarding reimbursable travel expenses upon reasonable notice to the Firm.

Suwannee County Board of County Commissioners
Attn: Franklin White, Chairman
February 23, 2022
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During the Initial Term, either party may terminate this Agreement in the event of a material breach by the other if: such material breach is not remedied within 30 days from the date the alleged breaching party received written notice from the other; and the notice of material breach contained a reasonable description of the material breach and the steps necessary to remedy such breach. In the event of termination, the Firm shall be entitled to payment for Services up to the effective date of termination.

The Firm will provide a monthly statement directed to the attention of the County Administrator's office and will be processed as a part of the County's normal business practice. As is usually the case, disbursement charges may not be current at the time of each monthly billing and may be billed later. Statements are prepared and processed by our accounting department. If you have questions concerning a statement, please call me at (561) 310-4049.

Payment is due upon receipt of our invoice. The Firm reserves the right to impose interest at a rate equal to one and one-half percent (1½%) per month on any outstanding balance that remains unpaid for more than 30 days after receipt of the invoice. The Firm also reserves the right to decline to continue to provide services to clients who do not pay within the guideline without making mutually acceptable arrangements for delayed payment. By signing this Agreement, the County confirms its understanding of and agreement with the foregoing.

Should the County desire to extend this Agreement beyond the Initial Term described above, the County and the Firm agree to meet at least sixty (60) days prior to the expiration of the term to address additional term and fees.

Florida Lobbying Disclosure Compliance

Florida law requires all lobbyists to register, identify their lobbying clients, identify the main business of their lobbying clients and make quarterly reports of the amount of compensation (including expenses) paid to or billed by the lobbyist's Firm for lobbying activities on behalf of each client for which they are lobbying. The County's execution of this Agreement confirms the County's consent to the Firm's disclosure of such information, as required by Florida law.

Confidential Information

The Firm will treat as confidential the County's proprietary, sensitive and confidential information which may be disclosed to the Firm in connection with this Agreement ("Confidential Information"). Except as necessary to perform the Services and comply with applicable law, including the Florida lobbying registration and reporting requirements described in the paragraph above, the Firm will not disclose the County's Confidential Information to third parties without the County's written consent. The term Confidential Information does not include information about the County which is publicly available (through no fault of the Firm or its personnel). The Firm's obligations with respect to the County's Confidential Information shall survive the termination or expiration of this Agreement.

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Services to Other Clients

The Firm monitors compliance with its obligations under the Florida lobbying laws. The Firm has implemented procedures to avoid taking a position for one lobbying client that is directly adverse to a position currently being taken for another lobbying client, without the consent of the involved clients. This Agreement does not restrict the Firm from providing legal representation to clients in matters adverse (including litigation) to the County and/or individuals and entities affiliated with the County. If unforeseen circumstances arise that cause either the Firm or the County to become concerned that our Services for the County could be adversely affected by services provided to another client; we will work with the County to resolve the situation.

Records Retention.

At the County's request, we will deliver the documents and property the County has provided the Firm and documents and materials prepared for the County in providing the Services. We may elect to retain a copy of portions of the file at our expense. We may withhold our records if there is a breach of this Agreement. In accordance with the Firm's records retention program, we will retain for seven years any files that the County does not request. We reserve the right to dispose of any documents or other materials after seven years following the conclusion of our Services without further notice to the County.

Public Information

The Firm sometimes identifies clients in various public communications including (but not limited to) press releases, the Buchanan Ingersoll & Rooney website and brochures used to describe the Firm and its capabilities. Your signature on this letter also acknowledge your consent to including the County's name in these communications.

Buchanan Ingersoll & Rooney and I greatly appreciate your confidence in us, and look forward to working with the County. Please acknowledge your understanding and agreement regarding the terms of our engagement as described in this letter by signing one of the enclosed copies of this letter in the space provided below and returning it to me.

Sincerely,

BUCHANAN INGERSOLL & ROONEY PC




Mike Grissom

Suwannee County Board of County Commissioners
Attn: Franklin White, Chairman
February 23, 2022
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Agreed and accepted this 1st day of March, 2022.

The undersigned confirms that he/she is duly authorized to enter into this Agreement on behalf of the County, that the Services undertaken involve solely the provision of non-legal, government relation services, that the County consents to the Firm's disclosure of information required by Florida law for lobbying registration and reporting, that the Agreement and the Services do not establish an attorney-client relationship with the County, that the confidentiality protections and conflict of interest restrictions of the Lawyers' Rules of Professional Conduct and the attorney-client privilege have no application to the Services, and that the Firm may provide legal representation to a client in a matter directly adverse to the County including litigation.

SUWANNEE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: 
Name: Franklin White
Title: Chairman

ATTEST



Barry Baker
Clerk of Court