



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO AGREEMENT, is effective as of the 1st day of October, 2021, by and between the City of Naples (hereinafter called the "Client") and Smith, Bryan & Myers, Inc., a Florida corporation (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, Client executed an Agreement for Professional Services on October 1, 2020, Clerk Tracking No. 2020-00179, which will expire on September 30, 2021 (FY 20/21 Agreement"); and

WHEREAS, the terms and conditions contained in Client's FY 21/22 Agreement incorporate by reference the terms and conditions competitively bid by Collier County, Florida, which has been amended and renewed by Collier County's Fixed Fee Professional Service Agreement #22-7956; and

WHEREAS, amending and renewing Client CITY OF NAPLES's Agreement to September 30, 2023 with the additional terms and conditions provided in the Collier County Fixed Fee Professional Service Agreement #22-7956 is in the best interest of the residents in the City of Naples.

NOW THEREFORE, that in consideration of the mutual covenants and agreements herein contained the parties hereto as follows:

1. The foregoing WHEREAS clauses are incorporated by reference.
2. The Client does hereby engage and retain the Consultant as its Consultant for a **three year term period** commencing on **October 1, 2022 and ending on September 30, 2025** for representation before the State of Florida Legislature, Office of the Governor, and those executive departments and agencies relevant to the interests of the Client.
3. The Client shall pay to the Consultant as compensation for the services to be performed as herein set forth the sum of **Seventy-Five Thousand Dollars (\$75,000) for each twelve-month term**. **The sum of (\$6,250) will be payable in equal monthly installments in advance on the first day of each month beginning October 1, 2022 and the 1st each month thereafter. As set forth in Exhibit B to Fixed**

Fee Professional Service Agreement #22-7956, the Annual not-to-exceed compensation inclusive of all costs. Payments shall be full compensation for all services, labor, tools, equipment, travel, and any other items required for project completion or services outlined in Exhibit A of the Agreement. Compensation shall remain firm for the initial term of this Agreement.

4. The Consultant accepts such retainer and agrees to render and perform all services necessary or proper for the advancement of the interests of the Client to the extent required by such Client and agreed to by the Consultant and designated as responsibilities to be assumed by Consultant.
5. Client hereby agrees to provide and perform the Services for the CITY OF NAPLES as required as set forth in Collier County **FIXED FEE PROFESSIONAL SERVICE AGREEMENT #22-7956**, which is attached hereto and incorporated herein and made a part of this Agreement. This Contract consists of the attached component parts, all of which are as fully a part of the contract as herein set out verbatim, including:
 - a. All terms and conditions Consultants Collier County Fixed Fee Professional Service Agreement #22-7956 including the Detailed Scope of Work (Exhibit A) and Fee Schedule (Exhibit B);
 - b. Additional Insurance Certificate(s) naming the CITY OF NAPLES shall be listed as the Certificate Holder and included as an "Additional Insured" on the Insurance Certificate for Commercial General Liability where required,
 - c. Where appropriate, the City of Naples shall be substituted for Collier County and the duties and responsibilities assigned to Collier County staff shall be assigned to equivalent City of Naples staff.
 - d. In the event of a conflict between the terms and conditions of the Collier Agreement and this Agreement, the terms and conditions of this Agreement shall prevail.
6. It is understood that the Consultant may also provide consulting and lobbying services for other clients during the term of this Agreement. The Consultant, however, will not undertake any responsibilities or engage in any activities which reasonably conflict with the interests of the Client. The Consultant shall disclose to the Client in writing any situation which may reasonably present a conflict of interest.
7. Disclosure Requirements:
 - (a) Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity which includes registering to represent a lobbying client and reporting compensation related to all lobbying activity for each client on a quarterly basis with such compensation reports being subject to a random audit on an annual basis.
 - (b) The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client including specific bill numbers. The Florida House of

Representatives also requires lobbying firms representing public sector clients to post the lobbying contract on a public website.

- (c) Florida lawyers who engage in lobbying activity for a client are bound by Rules Regulating the Florida Bar which provide that information relating to a client's representation are confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives under subparagraphs (a) and (b) above, is considered confidential by the Florida Bar, as such, by entering into this Agreement, Client consents to the disclosure of the required information.

- 8. Public Records. Pursuant to Section 119.0701(2)(a) if the Consultant has questions regarding the Application of Chapter 119, Florida Statutes to the Consultant's duty to provide public records relating to this Agreement, the Consultant shall contact the City Clerk, who serves as the Custodian of Public Records at: CITY CLERK, 735 8th St S, Naples, FL 34102, prambosk@naplesgov.com, 239-213-1015. The Consultant shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- (e) CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure

requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.

- 9. **Mediation.** The parties agree to attempt to mediate any issues which may arise. Each party agrees to pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.
- 10. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- 11. **Contact Person.** The primary contact person under this Agreement for the City of Naples shall be the City Manager or designee.
- 12. **Consultant agrees to comply with all applicable City of Naples ordinances and Charter provisions.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

CITY OF NAPLES
"City"

SMITH, BRYAN & MYERS, INC.
"Consultant"

By: [Signature]
Date 9-25-22

[Signature]
President
Date 9/12/22

Approved as to form and legality



[Signature]
City Attorney

Attest:
[Signature]
Patricia L. Rambosk, City Clerk