



City of Pembroke Pines

**SIXTH AMENDMENT TO
LEGISLATIVE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMITH, BRYAN AND MYERS, INC.**

THIS AMENDMENT (“Sixth Amendment”), dated December 19, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as “CITY”,

and

SMITH, BRYAN AND MYERS, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **311 E Park Avenue, Tallahassee, FL 32301** hereinafter referred to as “CONSULTANT”. “CITY” and “CONSULTANT” may hereinafter be referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, on **February 2, 2017**, the Parties entered into the Legislative Consulting Services Agreement (“Original Agreement”) for services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies for an initial **one (1) year** period, which expired on **January 31, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **December 4, 2017**, the Parties executed the First Amendment to the Original Agreement to renew the term of the Original Agreement for **one (1) year** period, which expired on **January 31, 2019**; and,

WHEREAS, on **November 20, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as amended, and to renew the term for **one (1) year** period, which expired on **January 31, 2020**; and,

WHEREAS, on **January 15, 2020**, the Parties executed the Third Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as amended, and to renew the term for **one (1) year** period, which expired on **January 31, 2021**; and,

WHEREAS, on **November 4, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as



City of Pembroke Pines

amended, and to renew the term for **one (1) year** period, which expired on **January 31, 2022**; and,

WHEREAS, on **December 1, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to supplement the terms contained in the Original Agreement, as amended, and to renew the term for **one (1) year** period, which expires on **January 31, 2023**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term for **one (1) year** period which shall commence on **February 1, 2023**, and naturally expire on **January 31, 2024**, as set forth in this Sixth Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for **one (1) year** period which shall commence on **February 1, 2023**, and naturally expire on **January 31, 2024**.

SECTION 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from



time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



City of Pembroke Pines

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, as amended, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment, and are incorporated herein by reference.

SECTION 8. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Sixth Amendment.

SECTION 9. This Sixth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Sixth Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham December 19, 2022

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MARLENE D. GRAHAM, CITY CLERK

BY: _____

Frank C. Ortis
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Heather Needelman

Print Name: Heather Needelman
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: Charles F. Dodge December 19, 2022

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CHARLES F. DODGE, CITY MANAGER

CONSULTANT:

SMITH, BRYAN AND MYERS, INC

Signed By: Jeff Hartley

Name: Jeff Hartley

Title: President