## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND THE GRIFFIN GROUP FL, LLC, NO. 13527

THIS FIRST AMENDMENT ("Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and The Griffin Group FL, LLC., a Florida Limited Liability Corporation which is authorized to do business in the State of Florida ("Professional"), who are collectively referred to as the "Parties".

## WITNESSETH:

WHEREAS the Parties previously entered into a Professional Services Agreement dated September 22, 2022 for State Lobbyist Services, identified by No. 13527 (the "Agreement"); and

WHEREAS the County has elected its option to renew the term of the original Agreement to allow the Contractor to furnish the goods or service to Alachua County; and

WHEREAS, the Professional has requested an increase in the Contract Annual Not to Exceed amount to account for an increase in the cost of Services.

WHEREAS the Parties desire to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. <u>Amendment</u>. Section #3, of the Agreement titled "Term" is amended to read as follows:

**Term.** The term of this Agreement is extended through until September 30, 2026, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one (1) additional two (2) year term(s).

- B. <u>Amendment</u>. Section #5, of the Agreement titled "Payment", Sub-Section A, is amended to read as follows:
  - A. The Professional shall be paid an annual fixed price of Ninety-Six Thousand Dollars (\$96,000.00) ("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 Eight Thousand, Dollars (\$8,000.00) per month. Each October 1, the Annual Contract Price shall be recomputed and adjusted by the previous year of the United States Department of Labor Statistics Consumer Price Index (all prices) or 3%, whichever is greater. But, in no event shall the cost be increased by more than eight percent (8%) in any one (1) year period. Any increase in Contract cost will be codified through written amendment executed by both Parties
- C. <u>Effective Date</u>. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on **October 1, 2024**.

D. <u>Original Agreement</u>. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

	ALACHUA COUNTY, FLORIDA	
	By: Mary C. Alford, Chair	
	Board of County Commissioners	
	Date:	
ATTEST	APPROVED AS TO FORM	
J.K. "Jess" Irby, Esq., Clerk (SEAL)	Alachua County Attorney's Office	
	PROFESSIONAL	
	By:	
	Print: Tom Griffin	
	Title: Managing Partner	
	Date: 02/22/2024	

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.