

**AGREEMENT BETWEEN ALACHUA COUNTY AND PFM FINANCIAL
ADVISORS LLC, NO 14765**

This Agreement (referred herein as the "Agreement") 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 PFM Financial Advisors LLC, a Foreign Limited Liability Company authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County desires to contract with CONTRACTOR to provide Financial Advisor services and the preparation and marketing of bond issues for the County; and

WHEREAS, CONTRACTOR is party to an Agreement with Brevard County, RFP No. 2-24-03 (the "Brevard County Agreement"), a copy of which is attached hereto and incorporated by reference as **Exhibit A**; and

WHEREAS, pursuant to Section 22.3-302(12) of the Alachua County Procurement Code, the procurement of the goods and services need not be procured through a competitive procurement process when supplies or services are under contract with federal, state, or municipal governments or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the contract to the county; and

WHEREAS, the CONTRACTOR is willing and agrees to provide Financial Advisor services to the County, and agrees to extend to the County the same pricing, terms and conditions of the Brevard County Agreement; and

WHEREAS, the Parties agree to the terms and conditions of the Brevard County Agreement, except as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are correct and are incorporated into this Agreement.
2. **Scope of Services**. Pursuant to this Agreement, CONTRACTOR agrees to provide the County with necessary staff, services and associated with Financial Management Services (the "Services"). These Services are thoroughly described in the Brevard County Agreement a copy of which is attached hereto as **Exhibit A**.
3. **Agreement**. The Parties agree to be bound by the Brevard County Agreement, attached hereto, except as modified in Paragraph 5 of this Agreement below. In the event of conflict between the provisions in Paragraph 5 below and the terms and conditions of the Brevard County Agreement, the provisions of this Agreement will prevail. Failure to physically attach **Exhibit A** or its exhibits, general terms, and appendixes, whether in part or in whole, shall not invalidate this Agreement, but it shall be construed as if the particular document, provision or part was in fact attached.

4. **Term.** This Agreement is effective upon execution by both Parties (“effective date”) and continues through the term of the Brevard County Agreement, as may be renewed. No amendment of this Agreement shall exceed the term of the Brevard County Agreement and its renewal periods.
5. **Piggyback Agreement.** The Parties agree to be bound by the terms and conditions of the Brevard County Agreement, with respect to the County’s purchase of or request for Services or Work from CONTRACTOR during the term of this Agreement, except for as modified or added below:
 - A. **References.** For the purposes of this Agreement, references in the Brevard County Agreement to the “County” will be read to reference to Alachua County, Florida (“County”).
 - B. Paragraph 7 of the Brevard County Agreement, titled Compensation, is amended in its entirety to read as follows:

7. **Compensation.**

- a. The County will pay the CONTRACTOR for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to CONTRACTOR for the Services will not exceed \$200,000.00 annually (“NTE amount”). Payment will be in accordance with the Fee Schedule attached to the Brevard County Agreement as Attachment B.
- b. As a condition precedent for any payment, CONTRACTOR must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. CONTRACTOR's invoice must describe the Service rendered, the date performed [and time expended, if billed by hour], and the person(s) rendering such Services. CONTRACTOR's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the CONTRACTOR's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of CONTRACTOR covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the CONTRACTOR's invoice for final payment shall further constitute the CONTRACTOR's representation to the County that, upon receipt by the CONTRACTOR of the amount invoiced, all obligations of the

CONTRACTOR to others, including its subcontractors, will be paid in full. CONTRACTOR shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Finance and Accounting
Attention: Todd Hutchinson, Finance Director
12 SE 1st Street
Gainesville, FL 32601

- c. County process and pay all invoices received from the CONTRACTOR pursuant to the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:

PFM FINANCIAL ADVISORS LLC
1735 Market Street
42nd Floor
Philadelphia, PA 19103

- d. If the County has reasonable cause to suspect that any representations of CONTRACTOR relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to CONTRACTOR until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- e. 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. Continuation of this Agreement beyond the term or the end of any County 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.
- f. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, CONTRACTOR hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

C. Paragraph 26 of the Brevard County Agreement, titled Insurance and Indemnification, is amended to add the following:

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability and Automobile Liability Coverages

The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the CONTRACTOR/Vendor; to include Products and/or Completed Operations of the CONTRACTOR/Vendor; Automobiles owned, leased, hired or borrowed by the CONTRACTOR.

The CONTRACTOR's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CONTRACTOR/Vendor's insurance and shall be non- contributory.

A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required shall be provided to the County

CERTIFICATE HOLDER: Alachua County Board of County, 12 SE First Street,
Gainesville FL, 32601

Commissioners MAIL, EMAIL or FAX CERTIFICATES

D. The first paragraph of Paragraph 27 of the Brevard County Agreement is deleted in its entirety.

E. Paragraph 32 of the Brevard County Agreement is replaced in its entirety with the following:

32. Notices. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To CONTRACTOR:

PFM Financial Advisors LLC
1735 Market Street
42nd Floor
Philadelphia, PA 19103

To County:

Alachua County Finance and Accounting
Attention: Todd Hutchinson, Finance Director
12 SE 1st Street
Gainesville, FL 32601

cc: With a copy electronically sent to

niedfeldtj@pfm.com

Jeremy Niedfeldt

Managing Director

PFM Financial Advisors LLC

cc: With a copy electronically sent to:

Alachua County Procurement, Attn:

Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance &
Accounting

dmw@alachuaclerk.org

- F. Paragraph 33 is amended solely to change the venue from Brevard County, Florida to Alachua County, Florida. All other provisions of paragraph 33 shall be unchanged and remain in full force and effect.

6. **Affidavit of No Coercion For Labor Or Services.** Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes. CONTRACTOR will certify its compliance with this statutory requirement by completing and executing the Affidavit of No Coercion Pursuant to §787.06, Florida Statutes, attached hereto and incorporated herein as **EXHIBIT B**.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by CONTRACTOR, through its duly authorized representative who is authorized to execute this Agreement on behalf of Contractor.

PFM FINANCIAL ADVISORS LLC

By: 

Print: Jeremy Niedfeldt

Title: Managing Director

Date: 7/23/2025

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 CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: 

Chares S. Chestnut, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit A – Brevard Agreement, Contract No. 042021

Exhibit B

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida

County of Alachua

I, Jeremy Niedfeldt [insert full legal name of the person providing this affidavit], as Managing Director/ Partner [insert corporate title of the person providing this affidavit] of the PFM Financial Advisors LLC [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the PFM Financial Advisors LLC [insert full legal name of the Corporation].
3. I attest and affirm that PFM Financial Advisors LLC [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.



Signature

Jeremy Niedfeldt

Name Printed

Managing Director

Title

July 23, 2025

Date Signed