

**AMENDMENT ONE OF PROFESSIONAL
SERVICES AGREEMENT (CCNA)**

RFP No. 23-004 Disaster Recovery Consultant Services

CLERK TRACKING NO. 2023-15723

This **Amendment One** to the INDEPENDENT CONSULTANT'S AGREEMENT (hereinafter "this Amendment") is made and entered into effective the 21st day of **June 2023** by and between the **City of Naples** (the "CITY") located at 735 8th Street South 34102 and **KPMG LLP**, a Delaware Limited Liability Company authorized to do business in the State of Florida, (the "CONSULTANT").

WITNESSETH

WHEREAS, the CITY, is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the CITY; and

WHEREAS, the CITY and CONSULTANT entered into a CONSULTANT's Agreement dated April 28, 2023 (Clerk Tracking No. 2023-00091) (hereinafter the "Agreement"); and

WHEREAS, the CONSULTANT has provided services under the Agreement, in a manner satisfactory to the CITY; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment of CONSULTANT's Agreement.
2. The Terms of the shall remain the same with said services being provided through February 28, 2026, and may be renewed for up to two (2) additional one (1) year Terms upon agreement of the parties in writing unless sooner terminated under the terms of this Agreement. Each renewal or extension shall be automatically extended for automatic and successive additional terms unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then-current term.
3. The total Compensation of the Original Agreement is amended to reflect an increase to the CONSULTANT for this Amendment in the amount of **\$300,000.00** for the Project for a total Agreement and Amendment One total of **\$350,000.00**.
4. Unless otherwise stated herein, all remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the Agreement dated April 28, 2023, incorporated in this Amendment by reference, all remain in full force and effect.
5. **E-Verify.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each

of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes. The **E-Verify Affidavit** attached as **Attachment A** is incorporated into this Amendment by reference.

6. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, 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. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
7. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
8. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal yearend shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

9. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST
CITY OF NAPLES, FLORIDA
ON THE
By: Patricia L. Rambosk City Clerk
Approved as to form and legal sufficiency:

CITY:
CITY OF NAPLES, FLORIDA
By: Jay Boodheshwar City Manager

By: [Signature]
City Attorney

(CORPORATE SEAL)
D POWELL
NOTARY
EXPIRES
GEORGIA
09-27-2025
PUBLIC
COBB COUNTY

[Signature]
Witness (Signature)

Printed
Name: Danielle Powell

CONSULTANT:
KPMG LLP
227 N. Bronough Street, Suite 7500
Tallahassee, FL 32301
Attention: Anthony J. Monaco
Engagement Partner,

By: Anthony Monaco
(Signature)

Printed
Name: Anthony Monaco

Title: Partner

FEI/EIN Number: (DE) 13-5565207