

EXHIBIT A
REDACTED AGREEMENT

**FIFTH AMENDMENT TO
AGREEMENT FOR LEGAL SERVICES**

This Fifth Amendment to Agreement For Legal Services ("Fifth Amendment") is made by and between the State Board of Administration of Florida (the "Board") and Eversheds Sutherland (US) LLP, as successor to Sutherland, Asbill & Brennan, LLP, a Georgia limited liability partnership (the "Attorneys") as of the date the last party signs and dates this Fifth Amendment.

Whereas the Board and the Firm entered into an Agreement for Legal Services dated as of January 1, 2010, (the "Original Agreement"), which was amended by that certain First Amendment to Agreement for Legal Services dated January 24, 2012 (the "First Amendment"), and further amended by that certain Second Amendment to Agreement for Legal Services dated May 14, 2014 (the "Second Amendment") and further amended by that certain Third Amendment to Agreement for Legal Services dated December 28, 2016 (the "Third Amendment") and further amended by that certain Fourth Amendment to Agreement for Legal Services dated March 4, 2019 (the "Fourth Amendment"; the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment being jointly referred to herein as the "Agreement"); and

Whereas the Agreement shall expire on December 31, 2020; and

Whereas Section A of Article IV of the Agreement sets forth the hourly Professional Fees that the Board shall pay to the Firm, and

Whereas the Board and the Firm have agreed to amend the Agreement and to increase the hourly Professional Fees set forth in Section IV.A. to the Agreement.

Now Therefore, for and in consideration of this Fifth Amendment and other good and valuable considerations, the Board and the Firm agree as follows:

1) The Professional Fees to be paid by the Board to the Firm pursuant to the Agreement shall be as follows:

Senior Partners (15 or more years)	\$XXXX
Junior Partner/Counsel (Under 15 years)	\$XXXX
Senior Associates (4 or more years)	\$XXXX
Junior Associates (Under 4 years)	\$XXXX
Paralegal Specialist	\$XXXX
Paralegal	\$XXXX

2) The Professional Fee increase provided by this Fifth Amendment shall be applicable to all of the services the Firm provides to the Board on or after January 1, 2021, and shall continue to apply until the expiration of the Agreement.


3) The first sentence in Section V.A. of the Agreement is modified to provide that the Agreement, as modified by this Fifth Amendment, shall remain in effect through December 31, 2022.

4) Consistent with the Florida Transparency in Contracting Initiative, the Board posts certain operational contracts on its website, and this Agreement, as redacted and attached hereto as Exhibit A, will be one of the agreements posted. With the exception of any information the Firm has specifically identified and redacted from this Agreement as set forth in Exhibit A, the Firm hereby agrees that the Board is authorized to post this Agreement and a description of the contents of the Agreement on the Board's website. In addition, the parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. With the exception of any information the Firm has specifically identified and redacted from any such amendment or addenda at the time the Firm delivers an executed counterpart of such to the Board, the Firm hereby agrees that the Board is authorized to post any such amendment or addendum and a description of the contents thereof on the Board's website. The Firm hereby understands, acknowledges and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes, or as otherwise required by law or a court or authority of competent jurisdiction.

5) The Agreement shall remain in full force and effect and the Board and the Firm hereby ratify and affirm the Agreement as so amended.

In Witness Whereof, the parties have caused this Fifth Amendment to be executed by their fully authorized representatives.

**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

BY: 

Ashbel C. Williams
Executive Director and CIO

Dated: December 29, 2020


**EVERSHEDS SUTHERLAND (US)
LLP, as successor to Sutherland,
Asbill & Brennan, LLP**

BY: 

H. Edward Hales, Jr., Partner

Dated: December 29, 2020

Approved as to legality:



Paul W. Groom II
Deputy General Counsel