

**SECOND AMENDMENT
TO CONTRACT FOR
STATE LOBBYIST SERVICES**
(Contract No. 15-008/SC-4)

THIS SECOND AMENDMENT, dated November 22, 2016, to Contract No. 15-008/SC-4, dated January 13, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and Foley & Lardner LLP, 111 North Orange Avenue, Suite 1800, Orlando, FL 32801-2386, a limited liability partnership authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated January 13, 2015, hereinafter referred to as the "CONTRACT", whereby the CONSULTANT has agreed to provide state lobbyist services to the Legislative Affairs Department; and

WHEREAS, the First Amendment to the Contract, dated January 13, 2016, amended ARTICLE 3 - SCHEDULE to exercise the first option for renewal for the period January 13, 2016, through January 12, 2017, and amended ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, to increase the authorized not-to-exceed total Contract amount by Thirty-Five Thousand Dollars and no cents (\$35,000.00); and

WHEREAS, the parties desire to exercise the second option for renewal of the Contract for the period January 13, 2017, through January 12, 2018; and

WHEREAS, the parties desire to modify ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, to increase the authorized not-to-exceed total Contract amount by Thirty-Five Thousand Dollars and no cents (\$35,000.00); and

WHEREAS, the County desires to revise ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS in order to comply with the amended requirements of Section 119.0701 F.S., which requires "Contractors", as defined under Section 119.0701(1)(a) F.S. as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency" and which is "acting on behalf of the public agency" as provided under Section. 119.011(2) F.S., to comply with public records requests when contracting with public agencies.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONSULTANT agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

"The CONSULTANT shall commence services on January 13, 2015, and complete all services by January 12, 2018, with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A."

2. ARTICLE 4 – PAYMENTS TO CONSULTANT, paragraph A, is hereby amended to read as follows:

"A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses shall not exceed a total contract amount of One Hundred Five Thousand Dollars and no cents (\$105,000.00), comprised of Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period January 13, 2015, through January 12, 2016; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period January 13, 2016, through January 12, 2017; and Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period January 13, 2017, through January 12, 2018.

The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12) month for the annual amount set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date."

3. ARTICLE 23 – PUBLIC RECORDS, ACCESS AND AUDITS is hereby amended to read as follows:

"ARTICLE 23 – PUBLIC RECORDS, ACCESS AND AUDITS

The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. ~~Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.~~
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law ~~applicable to public records not specifically set forth herein. Failure of the~~ CONSULTANT to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

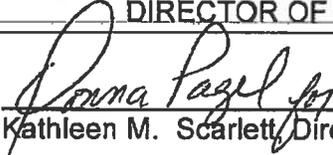
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."

4. All other provisions of said Contract, dated January 13, 2015, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
5. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this SECOND AMENDMENT shall not take effect until executed by the CONSULTANT and COUNTY.

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IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Second Amendment to the Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING


Kathleen M. Scarlett, Director

WITNESSES:


Signature

Jonathan A. Yao
Name (type or print)


Signature

Matthew Beaman
Name (type or print)

CONSULTANT:

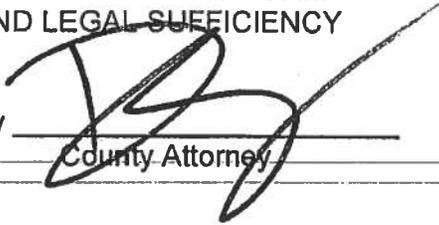
FOLEY & LARDNER LLP
Company Name

BY: 
Signature

Jonathan P. Kilman
Typed Name

Partner
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney