SECOND AMENDMENT TO CONTRACT FOR Water and Environmental Lobbyist Services (Contract No. 500636/LI)

THIS SECOND AMENDMENT, dated MOYCV 25, 2022, to Contract No. 500636/LI, dated July 13, 2020, is made 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 Anfield Consulting Group, Inc., located at 201 West Park Ave. Suite 100, Tallahassee, FL 32301, a corporation 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 July 13, 2020, hereinafter referred to as the "Contract", whereby the CONSULTANT has agreed to provide water and environmental lobbyist services to the Legislative Affairs Department; and

WHEREAS, the First Amendment to the Contract, dated April 21, 2021, amended ARTICLE 3 - SCHEDULE to exercise the first option for renewal for the period July 16, 2021, through July 15, 2022, 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), modified ARTICLE 14 - INSURANCE REQUIREMENTS to address changes as to where the CONSULTANT shall provide evidence of insurance coverage, and added ARTICLE 35 - E-VERIFY-EMPLOYMENT ELIGIBILTY in order to comply with F.S. 448.095; and

WHEREAS, the parties desire to exercise the second option for renewal of the Contract for the period July 16, 2022, through July 15, 2023; and

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

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

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

"The CONSULTANT shall commence services on July 16, 2020, and complete all services by July 15, 2023, with two (2) twelve (12) month 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. <u>ARTICLE 4 PAYMENTS TO CONSULTANT</u>, 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 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 July 16, 2020, through July 15, 2021; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period July 16, 2021, through July 15, 2022; and Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period July 16, 2022, through July 15, 2023.

The CONSULTANT shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Centers (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12th) month for the annual amount set forth in Exhibit B, Appendix B, Price Proposal Page, for services rendered toward the completion of the Scope of Work. 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."

- All other provisions of said Contract, dated July 13, 2020, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
- 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 SAMARA J. COOPER ASSISTANT DIRECTOR OF PURCHASING

WITNESSES:

CONSULTANT:

Anfield Consulting Group, Inc.
Company Name

Noreen Reboso
Name (type or print)

Signature

Albert Balido
Typed Name

Melissa Lombard
Name (type or print)

Managing Partner
Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY