

**SECOND AMENDMENT
TO CONTRACT FOR
State Lobbyist Services
(Contract No. 21-041/LI-2)**

THIS SECOND AMENDMENT, dated May 4, 2023, to Contract No. 21-041/LI-2, dated July 12, 2021, 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 Corcoran & Associates, Inc dba Corcoran Partners, located at 19401 Shumard Oak Drive, Land O' Lakes, FL 34638, 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 12, 2021, hereinafter referred to as the "Contract", whereby the CONSULTANT has agreed to provide state lobbyist services to the Legislative Affairs Department (LAD); and

WHEREAS, the First Amendment to the Contract, dated April 7, 2022, amended ARTICLE 3 - SCHEDULE to exercise the first option for renewal for the period July 13, 2022, through July 12, 2023, 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 July 13, 2023, through July 12, 2024; 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 parties desire to modify ARTICLE 31 - NOTICE to address changes regarding the submittal of notices under this Contract.

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 July 13, 2021, and complete all services by July 12, 2024, 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. 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 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 13, 2021, through July 12, 2022; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period July 13, 2022, through July 12, 2023; and Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period July 13, 2023, through July 12, 2024.

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 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 (12th) month, 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 31 - NOTICE, the first paragraph, is hereby amended to read as follows:

“All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415”

4. All other provisions of said Contract, dated July 12, 2021, 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 MELODY THELWELL
DIRECTOR OF PURCHASING



Melody Thelwell, Director

WITNESSES:



Signature

JACQUELINE CORCORAN

Name (type or print)



Signature

Andrea Tavor

Name (type or print)

CONSULTANT:

Corcoran & Associates, Inc
dba Corcoran Partners

Company Name

BY: 

Signature

Michael Corcoran

Typed Name

Co-Founder & CEO

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 

County Attorney