

**FOURTH AMENDMENT
TO CONTRACT FOR
STATE LOBBYIST SERVICES
(Contract No. 15-008/SC-3)**

THIS FOURTH AMENDMENT, dated September 21, 2018, to Contract No. 15-008/SC-3, 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 Ericks Consultants, Inc., 205 South Adams Street, 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 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 Second Amendment to the Contract, dated November 22, 2016, amended ARTICLE 3 - SCHEDULE to exercise the second option for renewal for the period January 13, 2017, through January 12, 2018, 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 amended ARTICLE 23 – PUBLIC RECORDS, ACCESS AND AUDITS in order to comply with the amended requirements of Section 119.0701 F.S. that requires "Contractors" to comply with public records requests when contracting with public agencies; and

WHEREAS, the Third Amendment to the Contract, dated December 7, 2017, amended ARTICLE 3 - SCHEDULE to exercise the third option for renewal for the period January 13, 2018, through January 12, 2019, 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 amended

paragraph B, to address changes regarding the submittal and verification of invoices for payment for work performed under this Contract; and

WHEREAS, the parties desire to exercise the fourth option for renewal of the Contract for the period January 13, 2019, through January 12, 2020 (final renewal); 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 modify ARTICLE 28 – SCRUTINIZED COMPANIES to the Contract in order to comply with requirements of F.S. 287.135, which prohibits the COUNTY from contracting with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725 and, when contract value is greater than \$1 million, placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria; and

WHEREAS, the parties desire to modify ARTICLE 30 – NOTICE, second paragraph, 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 January 13, 2015, and complete all services by January 12, 2020.

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 Seventy-Five Thousand Dollars and no cents (\$175,000.00), 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; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period January 13, 2017, through January 12, 2018; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period January 13, 2018, through January 12, 2019; and Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period January 13, 2019, through January 12, 2020.

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 28 – SCRUTINIZED COMPANIES (when contract value is greater than \$1 million) is hereby amended to read as follows:

ARTICLE 28 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

4. ARTICLE 30 – NOTICE second paragraph is hereby amended to read as follows:

With a copy to:

Rebecca DeLaRosa, Director
Legislative Affairs Department
Palm Beach County
301 North Olive Avenue, Suite 1101
West Palm Beach, FL 33405

5. 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.
6. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FOURTH AMENDMENT shall not take effect until executed by the CONSULTANT and COUNTY.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Fourth 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

Claudia Davant

Name (type or print)



Signature

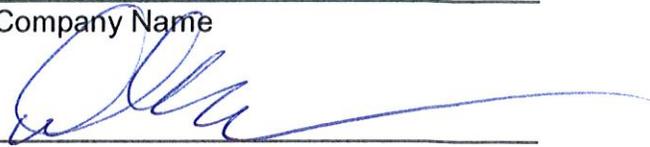
JANET CLARK MORRIS

Name (type or print)

CONSULTANT:

ERICKS CONSULTANTS, INC.

Company Name

BY: 

Signature

David Ericks

Typed Name

President

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 